

# The Solicitors Journal.

LONDON, JULY 25, 1885.

## CURRENT TOPICS.

IT IS UNDERSTOOD that Mr. Justice A. L. SMITH will act as Vacation Judge during the first portion of the Long Vacation.

IT WILL BE SEEN from the notice which we print elsewhere that Mr. LONGBOURNE will be the Vacation Taxing Master.

THE ATTORNEY-GENERAL'S Revising Barristers Bill, which was down for second reading on Thursday last, contains a satisfactory solution of the highly technical questions arising out of the provisions for the appointment of revising barristers under the Parliamentary Registration Act of 1843, s. 28, as read with the 12th rule of the Circuits Order of June, 1884. The 28th section of the Act of 1843 provides that the appointments are to be made "by the senior judge in the commissions of assize annually," and the 12th rule of the Order provides that "the names of all the judges of the Supreme Court shall be placed in every commission, to the intent that the duties necessary to be performed by such judges under each such commission may be performed by one or more of such judges at each place appointed for holding assizes," so that the Lord Chief Justice of England—or, if the Order be strictly obeyed, the Lord Chancellor—would undoubtedly have the appointments. The Bill cures this obvious flaw by proposing to direct that "the senior judge named in the commission of assize for the counties for any circuit, who actually travels that circuit, or any part thereof, during the summer circuit in any year, shall be the judge having the power to appoint" the revising barristers; and, after a proviso for what is to be done if the judge should die or become unable to appoint, it is proposed to enact that "any appointment of a revising barrister heretofore made, which would have been valid if this Act had passed previously to such appointment, shall be deemed to have been validly made"—thus adding another to the cases in which Parliament has, in connection with election law, already endeavoured to make late legislation do the work of early, by retrospective "acceleration" clauses of a novel character. It is to be hoped that the measure will pass, and pass speedily. What would be the effect of an election upon lists revised *coram non judge*, we shudder to contemplate, and will only direct attention to the 49th section of the Parliamentary Registration Act, 1843, as amended by the 38th section of the Representation of the People Act, 1867, from which the inference may not unreasonably be drawn that any such election might be declared void upon election petition.

PARLIAMENT HAS BEEN UNUSUALLY ACTIVE of late in connection with legislation upon the law of elections. Four statutes have been passed already within the last eight months—the Representation of the People Act, 1884, extending the household suffrage to counties; the Registration Act, 1885, extending to counties the borough system of registration; the Redistribution of Seats Act, 1885, re-arranging most of (not all) the electoral areas of the country, and containing a new set of county divisions; and the Hours of Poll Act, 1885, extending the hours of poll from 8 a.m. to 8 p.m. But much more is yet to come. Measures already pretty far advanced are the well-known Medical Relief Disqualification Removal Bill; the Parliamentary Elections (Corrupt Practices) Bill, by which it is proposed that for an employer to allow his workman a holiday for voting purposes, without deducting a proportionate part of his wages, shall not be a corrupt practice; and the Returning Officers' Expenses Bill, by which the security which may be required of candidates under the Return-

ing Officers' Expenses Act of 1875 is to be reduced, and it is to be hoped that the allowable charges of a returning officer will be increased in consequence of the greater labour which will be required of his subordinates. A Bill to correct the flaw in connection with revising barristers' appointments, unexpectedly discovered and published to the world by HAWKINS, J., has just been introduced by the Attorney-General, and it may reasonably be supposed that the 123 gentlemen to be appointed will find that, when the time comes for making these appointments, the judge who was originally intended, by section 28 of the Parliamentary Registration Act, 1843, to make them "in the months of July or August, during the summer circuit in every year," will have all proper appointing jurisdiction. If these four Bills pass—and there is every reason to suppose that they will—the Legislature may well rest satisfied with the eight statutes produced in connection with the subject, and with a good conscience decline to discuss such projects as are contained in the Bill to amend the Act of Anne as to the disqualification of candidates by the acceptance of offices of profit from the Crown; the Bill to qualify the police as electors, and the two more ambitious Bills by which Mr. HARDCASTLE and Sir A. GORDON seek to consolidate the whole law relating to the electoral franchise, and the whole law relating to corrupt practices; which latter law is temporary only, and with the Ballot Act, and many more Acts relating to elections, will have to be continued by an Expiring Laws Continuance Act, as the Acts would otherwise expire on the 31st of December next.

THE RETURN which has been moved for by Mr. INCE, Q.C., in the House of Commons of (1) the number of actions in the Chancery Division standing for hearing with witnesses at the commencement of Michaelmas Sittings, 1884; (2) the number of witness actions heard and determined by each judge of the Chancery Division in Michaelmas Sittings, 1884, and in Hilary and Easter Sittings, 1885; and (3) the number of witness actions at the close of Easter Sittings, 1885, is one which can be made out by anyone who will take the trouble to search the books and cause lists, but the value of the return, when obtained, it is not very easy to understand. It will no doubt show that one judge has determined fewer witness actions than another; but what then? Even the Houses of Parliament, which are said to be able to do anything, cannot make all judges equal in their capacity to grasp speedily the points of the cases before them, any more than they can cause the hearing of every case, if properly heard, to occupy the same length of time. We are able to state approximately, from a search in the books, the figures which will be contained in the return asked for. The number of witness actions on the list at the commencement of Michaelmas Sittings, 1884, was 468. Of this number it would appear that, during the three sittings in question, 280 such actions were heard, leaving 188 to be disposed of. In the cause list for Trinity Sittings, 1885, there were 356 such actions (which may be presumed to be about the same number as at the end of Easter Sittings), indicating that 168 were set down during the three sittings. The actions disposed of by the five judges in the three periods were as follows:—Vice-Chancellor BACON, 17, 18, and 11 = 46; Mr. Justice KAY, 25, 25, and 8 = 58; Mr. Justice CHITTY, 11, 6, and 3 = 20, besides 27 decided by Mr. Justice FIELD as an additional judge; Mr. Justice NORTH, 41, 29, and 37 = 107; and Mr. Justice PEARSON, 1, 11, and 10 = 22. What conclusion, it may be asked, can be drawn from such a return, or what action can be founded on it which will be of value? If it could be said that during the period specified all the five judges had not sat on the same number of days, or that they had not all of them heard a large number of actions without witnesses, besides having heard numerous interlocutory applications, something might be made of the return if it were desired to hold up one or more of the judges for the approbation of the authorities. This, however, cannot be the intention. If it is meant to show the

necessity for the appointment of another Chancery judge, such necessity could be easily demonstrated without the return asked for.

A CORRESPONDENT thinks that a question is likely to arise on the Corrupt Practices Act of 1883, with regard to the conveyance of voters to the poll. He says that section 14 of that Act "provides in well-known terms against the employment of hackney carriages or of carriages and horses kept for hire; and there can be no doubt that the framers of the Act were careful to consider the question of carrying voters by road. But have they provided, and did they intend to provide, against the carriage of voters *by rail*? The section is careful to specify 'a horse or other animal' as the means of traction to which the attention of the Legislature was directed. But what is there to prevent the employment of a railway engine and railway coaches on a line of railway? Even if a railway carriage is a 'public stage or hackney carriage,' yet there are such things as private railway carriages and numerous private railway waggons. Even a private line of railway, with a complete equipment, is known in this country. The only other question is as to the cost of providing this means of conveying voters to the poll. It would not be difficult to arrange matters so that the cost (if any) should not be an election expense, as defined by the Act. It need not be an expense incurred by or on behalf of a candidate at an election." We think that, as regards section 14, our correspondent's construction is correct. That section was introduced in Committee of the House of Commons in order to prevent hackney-carriage proprietors and jobmasters from evading the provisions of section 7 by lending all their carriages to election committees on the day of poll. It seems to be probable that a railway company could, if they chose, lend their carriages gratuitously for the conveyance of voters to or from the poll, and possibly the owner of private trucks might lend them gratuitously for the same purpose. But it is perfectly clear that section 7 prohibits any payment "for the purpose of promoting or procuring the election of a candidate at any election" "on account of the conveyance of electors to or from the poll," and under that section it is an illegal practice to hire a vehicle of any description for that purpose.

It is ANNOUNCED that the Judicial Committee of the Privy Council has risen for the Long Vacation. This tribunal gets through a considerable amount of work under the different heads of appeals from vice-admiralty courts, ecclesiastical courts, the Channel Islands, the Isle of Man, the colonies, and India. In the last return of the business of the Judicial Committee it appears that 71 appeals were disposed of in the course of the year 1882-83, and that 75 appeals remained for hearing on the 1st of January, 1884. The court also disposed of 3 applications for extension or confirmation of letters patent. The members of the Judicial Committee sat during the year on 92 days, and, besides the business above mentioned, disposed of 51 motions and petitions which were argued by counsel.

At the assizes held for the county of Suffolk at Bury St. Edmund's, last week, the Grand Jury made the following presentment to Mr. Baron Huddleston:—"The Grand Jury of Suffolk humbly present that, in their opinion, looking to the absence of crime and other causes, there is no necessity for the number of assizes now held, entailing, as it does, considerable expense and trouble." His lordship, addressing the Grand Jury, said:—"You have made the same presentment to me to-day as was made by the Grand Jury at Cambridge, who intimated that, in their opinion, three assizes in a year were sufficient. I pointed out to them that, the opinion of the judges having been asked, a committee of their body was appointed, comprising the Lord Chief Justice, the present Master of the Rolls, and other judges, as well as myself, and we unanimously recommended that three assizes only should be held, at intervals of not more than four months. The Legislature, however, preferred to increase the number to four. I am breaking no confidence in saying that we proposed that both criminal and civil business should be taken at each assize. I am still of the same opinion, but the authorities consider a change now from four to three assizes a retrograde notion. With regard to the system of amalgamating counties, my experience is not in its favour. Last year, when I was on the Oxford Circuit, we had at Worcester eight persons charged with murder, and the business then occupied fifteen working days, the result being that, before the assizes were finished, some of the witnesses actually became dependent for their subsistence upon the charity of friends, and had even to pawn their clothes."

## THE MARRIED WOMEN'S PROPERTY ACT, 1882.

We are happy this week to be able to direct the attention of our readers to what, in our humble opinion, are some very wholesome rules for the interpretation of Acts of Parliament. They are to be found in the case of *Turnbull v. Horman* (33 W. R. 768, L. R. 14 Q. B. D. 831); and we cannot help feeling something like a sentiment of surprise that it should have been necessary to go to the Court of Appeal in order to assert what seem to be the plain claims of common sense, and even, generally speaking, of justice and equity. The language used by the learned judges seems to bear out this description of their decision. We hope that the principles of interpretation which it lays down will be constantly enforced by the court.

We have often thought, and sometimes said, that, among the numerous "reforms" which so many people seem to be planning with regard to things in general, some reform of the language of Acts of Parliament might, with great advantage, be included. Till this is done, and the Legislature, or its draftsmen, learn to express their meaning with adequate clearness, we desire no better rules for the interpretation of ambiguous passages than those laid down in the above-cited case by the Master of the Rolls and the Lords Justices Baggallay and Bowen. These only amount, after all, to the simple proposition that, where the language of an Act admits of two interpretations, one of which would infringe upon existing rights of property, while the other would not, the Legislature must be supposed to have meant to enact the latter. We cannot help feeling a little shocked that this rule should seem to require a fresh statement, and that a decision of Mr. Justice Mathew should have been reversed upon such grounds.

The circumstances were briefly as follows:—By the marriage settlement of a lady married in 1870, her property was settled to her separate use for life without power of anticipation. In 1879 she and her husband gave a joint and several promissory note; and an action was brought on this note after the coming into operation of the Married Women's Property Act, 1882. Now, it is well known that, according to the decision in *Pike v. Fitzgibbon* (29 W. R. 551, L. R. 17 Ch. D. 454), at the time when the note was given, no property of the married woman was liable under it, except such as she had at the time of giving the note, and as to which she was not restrained from anticipation. The Married Women's Property Act, 1882, has, by no means unreasonably, enlarged the extent of the property which is liable to a married woman's contracts. Section 1, sub-section (4), enacts, that every contract entered into by a married woman with respect to, and to bind, her separate property, shall bind, not only the separate property which she is possessed of or entitled to at the date of the contract, but also all separate property which she may thereafter acquire. The question arose in the present case whether this enactment applies to contracts made before the passing of the Act; and we think that our readers will note with satisfaction that the Court of Appeal, reversing the decision of Mr. Justice Mathew, has decided this question in the negative.

It may very well be that the rule laid down by the Act is, on the whole, more equitable than the rule laid down by *Pike v. Fitzgibbon*, and that the latter decision was arrived at rather in deference to authority than by reason of any profound admiration of its principles. But these considerations do not, in our eyes, at all affect the question. As all the judges of the Court of Appeal remarked, one after another, it is the rule that when an Act uses ambiguous expressions, of which one interpretation is consistent with the preservation of existing rights, while the other would infringe upon existing rights, then the former interpretation is to be preferred. Very clear language is required, in the opinion of those learned judges, before the courts should suppose that Parliament intended to interfere with vested proprietary rights. In the present case, not only is the construction which leaves the proprietary rights alone a perfectly possible construction, but it is, to our mind, a great deal more plausible construction than the other. There is really nothing whatever to be said for the view favoured by Mr. Justice Mathew, except that, in this particular case, the rule which it lays down is, perhaps, more ideally equitable than the rule which happens to be laid down by the law. We need not repeat what we have already said upon this subject.



Thus ends another page of the old story of the desire to "do substantial justice." In our humble opinion, substantial justice is very ill done by making bad law. That penny wise and pound foolish philosophy has never been without some influence upon the decisions of the courts; but there are grounds for fearing that it is likely, in the future, to prevail more widely than in the past. Modern legislation tends to favour this result, by a too frequent appeal to the arbitrary discretion of the court; and modern judges are apt to be nervously afraid of seeming to want sympathy with modern ideas. It is an old remark that a great deal of harm is done with the best intentions in the world.

While we are upon the subject of the altering of vested rights by the language of Acts of Parliament, we may refer to a rather remarkable example of the present kind of "constructional interference," which arose out of another section of the Married Women's Property Act, 1882, and which has, so far as we know, not yet been remarked. We refer to that old friend *Baynton v. Collins*, with which our recent criticisms will have made our readers familiar. If it were the true meaning of section 5 of the Act, that reversionary property belonging to a married woman, married before the commencement of the Act, at the time of her marriage, comes within the provisions of the section, if the property should fall into possession after the commencement of the Act, some very curious and, as we venture to think, very undesirable results would follow. Under such circumstances, a husband who was married before the Act, whose wife was, at the time of her marriage, entitled to a reversionary interest in leaseholds, might subsequently have charged that interest in favour of a mortgagee for valuable consideration, as he was, both by law and equity, fully entitled to do. But, if the construction put by *Baynton v. Collins* upon section 5 of the Act were correct, the Act would, at a blow, have destroyed all such charges. Of course, this result was not at all foreseen by the learned judge who decided the case, and no one would have been more shocked than himself at the thought of having done anything to promote such a catastrophe. This shows at how great a risk the judges depart from the mature, if somewhat crabbed, wisdom of settled rules of legal construction. But we are happy to believe that, so far as this particular example is concerned, no further positive mischief will be done, and that the unfortunate case of *Baynton v. Collins* has received its death-blow. We trust that the decision in *Turnbull v. Forman* will do much to strengthen a frame of mind which is incompatible with such decisions in the future.

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

#### THE PREPARATION OF ABSTRACTS OF TITLE.

If the opinion of the profession were invited as to the relative importance of preparing, and of perusing or examining, an abstract of title, the general voice would probably be found to place the first of those duties on a very low level. We do not quarrel with this view, except as a question of degree. We thoroughly agree that to peruse with understanding mind, and to compare with the deeds an abstract of title, calls for a higher order of conveyancing knowledge than to abstract title deeds. But it appears to us that in practice the last-mentioned duty is apt to be discharged in a manner which does not reflect credit on the solicitor whose name is indorsed on the abstract, and we propose to show what induces in us that belief, and what is, in our view, the true measure of his obligation in this matter.

It is one thing to prepare an abstract of title, and another thing to prepare an abstract of a deed without reference to its being a link in a chain of evidence of title; but the experience of all counsel and solicitors who have passed a large number of abstracts in review would be with us in saying that a good many abstracts represent rather an aggregate of abstracts of particular deeds prepared according to the draftsman's fancy, without regard to what has gone before or what comes afterwards, than a consistent and continuous abstract. We do not mean to say that where one deed is abstracted, and it is recited fully in the next abstracted deed, it would be at all usual to find the recital of it abstracted fully. On the contrary, the expression, "after reciting the hereinbefore abstracted indenture of the day of \_\_\_\_\_," is an unfeigned joy to the most inexperienced of abstracters. What we do say is that it is far from unusual to find immaterial provisions inserted and material provisions omitted.

The reason for such shortcomings in the preparation of abstracts is, we believe, to be found in a tendency to underrate the degree of conveyancing knowledge required. It may be conceded that the actual art of turning a deed in form into an abstract is acquired easily enough. It requires no greater skill than is represented by a knowledge of the particular margins of the abstract to which the different parts of a deed should be appropriated, and a few tricks of expression, such as describing "these presents" as the "now-abtracting indenture." But these are only the rudimentary elements of the art, and, if its more exacting qualifications are not very difficult, neither can it be said that they are very easy. The person who, to use an old-fashioned expression, assumes to prepare an abstract of title properly, should, in addition to familiarity with abstracting phraseology, possess, before commencing his task, at least a fair general knowledge of the title, and, in the performance of it, should, while carefully weeding out excrescences of language, and making use, on all proper occasions, of a few words to convey the purport of many, be able to appreciate the importance of leaving out nothing that is not either totally immaterial or adequately represented by the language of the abstract.

As to the manner of person usually set to work to prepare an abstract of title, there is, first, the budding articulated clerk. And a very good thing that it should be so, if he works under proper supervision, and his mistakes are pointed out to him and corrected both for his sake and for the credit of the office. He will generally bring educated intelligence to bear on the work (if he does it with his might), and at least enough knowledge of theory to have some appreciation of what he is doing.

There is, secondly, the paid clerk. This may mean anything, from an office boy to an experienced managing clerk, and the degree of efficiency will naturally bear some relation to the grade of clerk. But, unless he approaches very much more nearly to the latter than the former of the two extremes, he will assuredly not possess the knowledge which we have indicated as necessary. He will see the deed in front of him and be aware that it has to be put into the past tense, and that parcels come in one margin and covenants in another, and that the abstract should somehow be shorter than the deed—but that will be about all. His notions of brevity will be represented by that (from a conveyancing point of view) most objectionable expression, "&c.," and he will dot his "&c.'s" about the abstract whenever he feels that he really must leave something out. He will also, at times, display a tendency to insert language of his own for the apparent purpose of "lending verisimilitude to a bald and otherwise unconvincing narrative." And the total result will be an ill-conceived, slovenly abstract.

It may be said that, after all, this does not matter very much, because the abstract will be compared with the deeds, and the solicitor who peruses it will thus have a ready means of correcting any omissions or inaccuracies. But this reasoning can, at best, only hold good to the extent of saying that a slovenly or ignorant abstract does not inflict irreparable damage, but only needless trouble and inconvenience. Is this a creditable argument? Is not the solicitor's professional reputation concerned in turning out good and true work? Does he not owe it to his professional brethren not to subject them to the necessity of undoing mistakes and curing omissions for which he is responsible?

Of common mistakes in the preparation of abstracts the commonest of all is an excessive cultivation of brevity. The omission of superfluous matter is certainly to be commended in abstracts as in all other conveyancing documents. But it is important that the right words should be left out and not the wrong ones. Few things are more irritating in conveyancing work than to have to supply a series of omissions in an abstract when comparing it with the deeds, as, for instance, where an attempt has been made to epitomize, in half-a-dozen words (and very likely not the best half-dozen words even from the epitomizing point of view) a provision of which the sense and substance cannot possibly be conveyed in that shape. As between the leaving out of necessary, and the putting in of unnecessary, matter, the latter mistake is certainly less troublesome to those to whom it falls to peruse an abstract than the former, for the simple reason that it is easier to strike out or discard superfluous language than to supply omissions. There are certain elliptical expressions which, as it were, form part of the language of abstracting, and convey to the reader the precise purport of clauses of more or less length; and there are, on the other hand, many clauses which admit of no such abbreviation, and can properly be shortened in an abstract only to the extent of omitting pure redundancy of language which need not really have been inserted in the abstracted deed itself. A due appreciation of this elementary principle will go far to guide the abstracting pen, but there must, of course, be superadded some modicum of intelligence if the writer is to discriminate readily between a clause of the one type and of the other. The broad line of demarcation between them may, perhaps, best be described as representing approximately the separation of common form from special matter. Thus, ordinary covenants for title have long come to be abstracted in a few words, because they run in a common groove.

One covenant "for good right to convey" in a conveyance prepared under the old system, will be found to differ from a similar covenant in another conveyance in slight variations of verbiage only, and not in principle. Hence that particular covenant may be abstracted in a very few words. But a covenant to repair in one lease bears no necessary affinity whatever to a covenant to repair in another lease. The wording of such an obligation will depend to some extent on the nature of the particular subject-matter, and to a much larger extent on the bargain between the parties, which admits of infinite gradations. From whence it follows that, if the purpose for which a lease is abstracted is to afford accurate information as to the substance of its provisions, the object will not be accomplished as to the repairing covenants by seizing on a few initial words, and adding "&c." to them, inasmuch as those comprehensive abbreviations will leave the person who peruses the abstract a sadder but certainly not a wiser man. Or to take another illustration, depending on a somewhat different principle. If a mortgage is one of the abstracted deeds, the question whether the terms of its power of sale are or are not important will depend entirely upon whether, in the events that have happened, the power has been exercised. And yet how frequently is it abstracted glibly as "power of sale with usual clauses" when it should have been set out almost *verbatim*. These are a very few examples only out of thousands, but they serve to illustrate the principle which we are seeking to emphasize. And if they savour of elementary truism, we can only reply that we have a profound belief in the practical application of first principles to the solicitor's work, and a conviction that a large proportion of his mistakes are traceable to a departure from axioms which are capable of being grasped, though not of being applied in practice, by an articulated clerk in his first year of service.

It is only fair to glance, in conclusion, at the other side of the subject to which these observations have been addressed. The preparation of an abstract involves a great deal of mere clerical drudgery. It would be idle to expect any practising solicitor to sit down and abstract deeds, and, although an abstract prepared by a person who has an intimate knowledge of the title must needs be to some extent, small or great, a better abstract than if it be prepared by a person who has very little of that knowledge or none at all, it cannot reasonably be expected in the practical conduct of business that abstracts shall always be prepared by those who come under the former description—in other words, that the highest possible standard of efficiency will at all times and seasons be reached in work of this character. Neither, however, should the solicitor be content to measure his professional obligations by the lowest possible standard. He should, as we conceive, provide himself with the best assistance which the nature and extent of his business will reasonably afford, and while he may be unable either to prepare his abstracts personally, or even to delegate the task of preparing or superintending the preparation of them to an experienced conveyancing clerk, he certainly should not commit them unreservedly to the native intelligence of a copyist. If the material aid available is not of a high order of conveyancing intelligence, the solicitor should fill up the unavoidable gap by careful personal direction and supervision, even at the cost of some inconvenience to himself, and while his name cannot in the nature of things be always identified with a specially good abstract of title, it should in no case figure in company with a thoroughly bad one.

## REVIEWS.

### EVIDENCE.

POWELL'S PRINCIPLES AND PRACTICE OF THE LAW OF EVIDENCE. FIFTH EDITION. By JOHN CUTLER and EDMUND FULLER GRIFFIN, Barristers-at-Law. Butterworths.

The learned editors of this work have apparently despaired of the passing of the long-promised Bill to consolidate the law of evidence, which it was supposed would follow the model of the Indian Evidence Act. They have omitted the latter Act from their appendix, and have eliminated the references to it from the body of the work. They are certainly justified in doing this, and the space thus gained has been made available for new matter without increasing the bulk of the book. The work is in itself a very satisfactory evidence code. The plan adopted is to give a rule and then group the cases under it; and of the mode in which this plan is carried out we can hardly speak too highly. The substance of the decisions is stated with clearness, and with great terseness. There are no long strings of undigested cases in the notes, but the most important decision is selected to establish the proposition in the text. We have found all the recent decisions establishing new points, which we have looked for, carefully noted. Both as regards design and execution, the book affords a model which we should be glad to see extensively adopted.

### MARRIED WOMEN'S PROPERTY ACTS.

THE MARRIED WOMEN'S PROPERTY ACTS, 1882 AND 1884; WITH INTRODUCTION, SUMMARY, NOTES, CASES, AND PRECEDENTS, &c. By J. S. RUBINSTEIN, Solicitor. SECOND EDITION. Waterlow Bros. & Layton.

The plan of arrangement which has made Mr. Rubinstein's work on Conveyancing Costs so widely popular was adopted in the first edition of this work, and has been retained in the present edition. He, first of all, gives a clear and comprehensive view of the law relating to the property of married women, and of the statutory changes. Then follows a summary of the Act with accompanying notes, and the Act is subsequently printed in full, with the other legislation affecting married women. The "summary" and notes are exceedingly careful and concise, and will be particularly useful to practitioners, as containing the substance of all the decisions up to the date of publication.

### PRACTICE OF THE SUPREME COURT.

THE PRACTICE OF THE SUPREME COURT UNDER THE JUDICATURE ACTS, 1873 TO 1884, AND THE RULES OF COURT, &c. By ARCHIBALD BROWN, Esq., Barrister-at-Law. SECOND EDITION. Waterlow Brothers & Layton.

Mr. Brown's book has speedily arrived at a second edition. He has added all the new legislation and rules, and has given in his notes, with much terseness, the effect of the material recent decisions on the practice. The selection of these decisions, in the notes we have examined, is judicious, and their effect is, in general, accurately stated. The epitome of practice prefixed to the work is an exceedingly useful feature; the index is full and well arranged, and the book may be commended as a very convenient edition of the Acts and Rules.

## CORRESPONDENCE.

BAYNTON v. COLLINS.  
IN RE TUCKER, EMANUEL v. PARFITT.

[To the Editor of the Solicitors' Journal.]

Sir,—The observations of Mr. Justice Chitty in *Baynton v. Collins* seem to show that he considered a title to property accrues, not only at its creation, but also when its condition changes from an interest in reversion to one in possession, and his decision appears to have been given on that ground, or, rather, to have been influenced by that consideration. Mr. Justice Pearson, on the other hand, seems to have decided the case of *Emanuel v. Parfitt* on the ground that the words of section 5 of the Married Women's Property Act, 1882, apply to one accruer of title only—namely, its origin or creation; and if, as in that case, it be before the commencement of the Act (whether in possession or reversion did not matter), it did not come within the meaning of the section. This view supports the remark in your recent article, "When does a title accrue?" that "a title accrues once for all."

Without intending to impugn Mr. Justice Pearson's decision or to call in question the propriety of your remark in the article referred to, I would direct attention to the case of *Archer v. Kelly* (1 Drew. & Sm. 300), in which the question was whether a covenant in a marriage settlement to settle property to which the lady might, during the marriage, "become entitled," included property which she was entitled to in reversion at the time of her marriage and which fell into possession afterwards. The Vice-Chancellor (Kindersley) decided that it was included. Now, it seems clear, from this decision, that the Vice-Chancellor considered there is an accruer of title (for what is the difference between "become entitled" and "title accruing"? ) to property in reversion when it becomes property in possession, and I would therefore ask whether the principle on which that case was decided does not apply to *Baynton v. Collins*? C. D. G.

[Our correspondent seems to us to have failed to give sufficient weight to the difference in the language of the two cases. When a person has "become entitled in reversion," we often say that he subsequently "becomes entitled in possession." But it does not follow that a title which has accrued once, can subsequently accrue again. The same person may, at different times, be entitled, under the same title, in several different ways; but it will not at all follow that, therefore, several titles accrue to him.—Ed. S. J.]

### "THE LAW'S DELAY."

[To the Editor of the Solicitors' Journal.]

Sir,—I was instructed to recover £6 12s. for goods sold and delivered, and on issuing an ordinary county court summons to-day,



was informed that the 7th of October next was the earliest return date, which I had to accept.

This gives the debtor nearly three months' time, and I think such a delay is most unwarrantable, and certainly not at all encouraging to creditors, who, after having been kept out of their money, have to wait another three months for the law's delay. Surely they have cause of complaint. Such a state of things should not be allowed to exist.

EDWARD F. GREEN.

London, July 18.

## CASES OF THE WEEK.

### COURT OF APPEAL.

**PRACTICE—ALTERATION OF ORDER PASSED AND ENTERED—POWER OF COURT OVER RECORD.**—In a case of *Mellor v. Seire*, the question arose whether, after an order has been passed and entered, the court has power to alter it, on the ground that it does not truly express what the court actually decided. The action was brought to administer the estate of a testator who was possessed of some collieries. The order in question was made on an appeal on the point whether the tenant for life was entitled to the profits of the collieries. The Court of Appeal, on June 17, pronounced an order in favour of the tenant for life. The order was passed and entered on July 9; and, as drawn by the registrar, it included collieries purchased since the testator's death. The court (COTTON, LINDLEY, and BOWEN, L.J.J.) held that the order went too far, and that there was power to correct it so as to make it express the real meaning of the court. COTTON, L.J., was of opinion that any court had jurisdiction over its own records to correct them, and make the record express the real order which the court pronounced. LINDLEY, L.J., was of the same opinion. There was no such magic in passing an order as to deprive the court of jurisdiction over its record to make it a true record. It would be shocking if the party injured should be obliged to go to the House of Lords to set the matter right. Under the old chancery practice a decree could be varied until enrolment, and even after enrolment the enrolment could be vacated. This power was not taken away by the Judicature Act and Rules. BOWEN, L.J., said that it had been in the common law courts the practice for 500 years, where necessary and right, to alter the records. He was of opinion that, independently of the rules, the court had jurisdiction to do this. The Court, however, said that the applicant ought to have taken steps to get the order altered before it was entered, and, as he had not done so, they ordered him to pay the costs of the application. —COUNSEL, *Rigby, Q.C.*, and *Hamilton Humphreys*; *Marten, Q.C.*, and *Farwell*; *Miller, Q.C.*, and *E. S. Ford*. SOLICITORS, *Dollman & Pritchard*; *Pritchard, Englefield, & Co.*

**HUSBAND AND WIFE—SEPARATION DEED—COVENANT BY HUSBAND WITH TRUSTEES TO PAY FOR MAINTENANCE AND EDUCATION OF CHILDREN—RIGHT TO ENFORCE COVENANT.**—In a case of *Gandy v. Gandy*, before the Court of Appeal, No. 2, on the 13th inst., an important question arose as to the right to enforce the performance by a husband of a covenant entered into by him with the trustees of a deed of separation between himself and his wife, that he would pay the expense of the maintenance and education of some of the children of the marriage. By the deed, the husband covenanted with the trustees that he would, during the continuance of the deed, and, if the wife should survive him, then, during her life, subject to the due performance of the covenants therein contained, pay to the trustees, for the use of the wife and her daughters, other than the two youngest daughters, the annual sum of £252; and, further, that he would pay to the trustees all the expenses connected with the maintenance and education of the two youngest daughters of himself and his wife, provided that the trustees permitted those daughters to go to such school as he should from time to time direct, and provided also that the covenants therein contained on the part of the trustees were duly observed and performed. It was also provided that the wife should not be entitled to the custody of the two youngest children, but that they should live at such places as the husband should direct, and should be maintained and educated at his expense. The trustees covenanted with the husband in the forms usual in such deeds, with other special covenants. Upon the youngest daughter attaining sixteen, the father refused to maintain her any longer. On the refusal of the trustees of the separation deed to allow their names to be used as co-plaintiffs, the youngest daughter, by her next friend, brought this action against her father and the trustees to enforce the covenant to maintain her contained in the separation deed. The trustees did not appear, but Bacon, V.C., held that the plaintiff was entitled to the relief which she claimed. The Court of Appeal (COTTON, BOWEN, and FRY, L.J.J.) held (*ante*, p. 538) that a preliminary objection taken by the father that the infant plaintiff could not sue upon his covenant with the trustees must prevail, and that she had no such status under the deed, as *cestui que trust* or otherwise, as would enable her to maintain the action. The appeal was then ordered to stand over, to enable the writ to be amended by joining the trustees and the wife, or such of them as the plaintiff might be advised, as co-plaintiffs. The trustees still refused to sue, and the wife and two of the daughters who were of age were joined as co-plaintiffs. When the case came on again for hearing, it was objected, on behalf the husband, that neither the wife nor the adult daughters had any right to sue on the covenant, which had not been entered into with them. The court (COTTON, LINDLEY, and BOWEN, L.J.J.) overruled the objection, and held

that the wife, at any rate, was entitled to sue. COTTON, L.J., thought that the case was not helped by the addition of the adult daughters as co-plaintiffs. But he was of opinion that the wife was entitled to sue. The deed was intended to regulate the future relations between the husband and wife, and, though the covenant which it was now sought to enforce did not give any pecuniary benefit to the wife directly, it was part of the bargain between the husband and wife, and each of them was interested in every part of the deed. The trustees were introduced to enable an action to be brought at law, but the deed was, in substance, an agreement between the husband and the wife. The trustees were introduced only to represent her. The case was, therefore, one in which a covenant had been entered into with one person for the benefit of another, and, as the covenantee declined to sue, the person beneficially interested was entitled in equity to sue. LINDLEY, L.J., said that, on the former occasion, the court decided that the trustees were not trustees for the infant children so that those children could sue on the covenant. It was not expressly decided then that they were trustees for the wife, but that was the principle of the decision. BOWEN, L.J., was of the same opinion. The deed was a bargain between the husband and wife, and it would be monstrous that, if the trustees refused to enforce it, the wife should have no remedy. He would not say that there might not be some covenants in a deed of this kind on which the wife could not sue, but the general object of the stipulations on the part of the husband was to benefit the wife, and, *prima facie*, she was entitled to enforce them if the trustees refused to do so. But the wife had an interest in a covenant for the maintenance of her children. —COUNSEL, *Marten, Q.C.*, *Davey, Q.C.*, and *Ingles Joyce*; *Hemming, Q.C.*, and *R. Gaskell*. SOLICITORS, *Gregory, Rouschiffes, & Co.*; *W. & A. Ranken Ford*.

**MORTGAGE—PRIORITY—DEPOSIT OF SHARES—LIEN OF COMPANY.**—In the case of *The Bradford Banking Company v. Briggs & Co.*, before the Court of Appeal, No. 1, on the 14th inst., the question was whether the plaintiffs were entitled to priority over any debts which became due to the defendants from two of their shareholders subsequently to the receipt by the defendants of notice of advances by the plaintiffs to such shareholders. The defendants, a company for working coal, were registered under the Companies Act, 1862. By clause 103 of the articles of association, it was provided that the company should have a first and permanent lien and charge, available at law and in equity, on every share, for all debts due from the holder to the company. Two of the shareholders were Fletcher and Easby, each of whom was a coal merchant, and purchased coal from the defendants. On the 6th of November, 1879, Fletcher deposited with the plaintiffs certain certificates of shares in the defendant company, to secure the balance due and to be due from him on a current account. Easby also made a similar deposit with the plaintiffs. The certificates stated that the shares were held subject to the articles of association. Notice of the deposits was given by the plaintiffs to the defendants, and, in acknowledging them, the defendants informed the plaintiffs that Fletcher and Easby were indebted to the company, and that the company had a lien under their articles. In June, 1881, Easby made a further deposit, of which, on the 22nd of June, notice was given to the defendants, who again informed the plaintiffs of the indebtedness of Easby, and of the lien. The debt then due from Easby to the defendants was subsequently paid off. In July, 1882, Fletcher made a further deposit of shares with the plaintiffs, and, on the 11th of July, notice thereof was given to the defendants, who then informed them of the lien. Easby and Fletcher both filed their petitions. Easby had not received any further advances from the plaintiffs after the notice of the 22nd of June, 1881, when he was largely indebted to them; but Fletcher, after the notice of the 11th of July, 1882, received further advances from, and made payments to, the plaintiffs. In an action by the plaintiffs for an account to have their securities realized, they claimed to be entitled to priority over debts which became due to the defendants, from Easby and Fletcher, subsequently to notice to the defendants of the plaintiffs' advances. The defendants claimed that their lien was not only for debts due to them from a shareholder at any particular time, but also for any debts which should thereafter become due, although the defendants might have had notice of an advance by another person. Field, J., held in favour of the plaintiffs (33 W. R. 730, L. R. 29 Ch. D. 149) on the authority of *Hopkinson v. Holt* (9 W. R. 900, 9 H. L. Cas. 514). The defendants appealed. The court (BRETT, M.R., and BAGGALLAY and FRY, L.J.J.) allowed the appeal. BRETT, M.R., said that the meaning of clause 103 was that, as between the shareholders and the company, whenever a shareholder became indebted to the company, the latter should have not only a lien in respect of the debt, but a first and permanent lien and charge available at law and in equity. That was the contract under which Easby and Fletcher became shareholders; therefore, at all events, as between them and the company, the latter had such a lien in respect of their debts. The bank having made advances with notice of that contract, they did so subject to the contract. Therefore, to the extent of the meaning of clause 103, and of the notice of it, the case was stronger than that of *The Societe Generale de Paris v. Transvaal Union Company* (L. R. 14 Q. B. D. 425). If only the first part of clause 103 had been there, the doctrine in that case would have been applicable—viz., that, by virtue of section 30 of the Act of 1862, a notice of a charge has no effect upon a company to the extent of giving a priority. In such circumstances, the plaintiffs could not maintain an action for the relief they sought. But clause 103 went further than the statute, and the effect of it was that, whatever might be the general rule in equity as to priority, if clause 103 were present, the company's lien should be a first charge. The plaintiffs had notice of the contract when the advances were made, and therefore they made them with the knowledge that, notwithstanding the deposit, the company would have a

first charge, although, but for the contract, the plaintiffs would have the priority. The judgment of Field, J., gave no effect, either to the principle laid down in the above-mentioned case, or to the effect of clause 103. The case of *Hopkinson v. Rolt* was not in point, for it was only an authority where the double condition does not exist—i.e., where neither the statute is applicable or there is not a rigorous clause like that in question, which seemed to have been purposely intended to get rid of the equitable doctrine as to priorities. *BAGGALLAY, L.J.*, was of the same opinion. Clause 103 took the case out of *Hopkinson v. Rolt*. The case of *The Société Générale de Paris v. Tramways Union Company* decided that, whatever might have been the possible liability of the directors individually, the company came under no liability by reason of the notice. *FAY, L.J.*, was doubtful whether the suggested operation was to be given to clause 103, but he did not dissent, as he agreed that the company could not be affected by the notice. The effect of section 30 was to exclude the application of the doctrine in *Hopkinson v. Rolt*.—COUNSEL, *Karslake, Q.C.*, and *Dibdin*; *Ince, Q.C.*, and *Farwell*. SOLICITORS, *R. Vincent, for North & Sons, Leeds*; *Peterson, Snow, & Bloxam, for Gardiner & Jeffery, Bradford*.

#### HIGH COURT OF JUSTICE.

R. S. C., 1883, ORD. 31, R. 12—DISCOVERY—AFFIDAVIT OF DOCUMENTS—INFANT—NEXT FRIEND.—In a case of *Dyke v. Stephens*, before Pearson, J., on the 17th inst., a question arose as to compelling the next friend of an infant plaintiff to make discovery of documents. The defendant applied by summons for an order that the next friend should make an affidavit as to documents, and at the bar it was asked that the proceedings in the action should be stayed until the next friend should make an affidavit as to documents. It was contended that the case was like those of a corporation or a foreign government plaintiff, in which similar orders have been made. *PEARSON, J.*, refused the application. He was of opinion that the next friend was not a "party" within the meaning of rule 12 of order 31. He was not a party to the action. He was there to protect the interest of the infant, and to guarantee the payment of costs. There was no jurisdiction to make an order on him as if he were a party. If the proceedings in the action were stayed, as had been suggested, this would be to make the rights of the infant dependent on the conduct of the next friend. In *Hugginson v. Hill* (L. R. 10 Ch. D. 235), *MALINS, V.C.*, did order the next friend of a lunatic to make an affidavit as to documents, but the plaintiff's counsel did not really oppose the order. In *Croze v. The Governor and Company of the Bank of Ireland* (19 W. R. 910), *LORD O'HAGAN* was reported to have treated the case of an infant plaintiff as analogous to that of a corporation plaintiff. With all respect for that learned judge, if his judgment was correctly reported, his lordship could not agree with him that the cases were alike. A corporation was responsible in every sense, but it could not make an affidavit. If it did not obey an order for discovery its goods might be sequestrated. Therefore, for the benefit of the corporation, the affidavit of one of its officers was accepted. The officer was put in the place of the corporation. But the next friend of an infant did not represent the infant.—COUNSEL, *T. L. Wilkinson*; *Cooms-Hardy, Q.C.*, and *Ralph Neville*. SOLICITORS, *Lidiard & Co.*; *Field, Reece, & Co.*

R. S. C., 1883, RR. 5, 6, 7—SUPREME COURT FUNDS RULES, 1884, RR. 30, 44—PAYMENT INTO COURT BY DEFENDANT IN ACTION OF DEBT—MISTAKE IN FORM OF REQUEST.—In a case of *Sagey v. Payne*, before Pearson, J., on the 11th inst., there was a question as to the effect of a mistake made in the form of payment of money into court by a defendant in an action of debt. Rule 5 of order 22 provides that, "In the following cases of payment into court under this order—viz., (a.) when payment into court is made before delivery of defence; (b.) when the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into court is made, is not denied in the defence: the money paid into court shall be paid out to the plaintiff on his request, or to his solicitor on the plaintiff's written authority, unless the court or a judge shall otherwise order." And by rule 6, "When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into court has been made, is denied in the defence, the following rules shall apply:—(a.) The plaintiff may accept, in satisfaction of the claim or cause of action in respect of which the payment into court has been made, the sum so paid in, in which case he shall be entitled to have the money paid out to him as hereinafter provided, notwithstanding the defendant's denial of liability, whereupon all further proceedings in respect of such claim or cause of action, except as to costs, shall be stayed; or the plaintiff may refuse to accept the money in satisfaction, and reply accordingly, in which case the money shall remain in court, subject to the provisions hereinafter mentioned; (b.) if the plaintiff accepts the money so paid in, he shall, after service of such notice in the form No. 4 in appendix B. as is in rule 7 mentioned, be entitled to have the money paid out to himself on request, or to his solicitor on the plaintiff's written authority, unless the court or a judge shall otherwise order; (c.) if the plaintiff does not accept, in satisfaction of the claim or cause of action in respect of which the payment into court has been made, the sum so paid in, but proceeds with the action in respect of such claim or cause of action, or any part thereof, the money shall remain in court and be subject to the order of the court or a judge, and shall not be paid out of court except in pursuance of an order. If the plaintiff proceeds with the action in respect of such claim or cause of action, or any part thereof, and recovers less than the amount paid into court, the amount paid in shall be applied, so far as is necessary, in satisfaction of the plaintiff's claim, and the balance (if any) shall, under such order, be repaid to the defendant. If the defendant succeeds in respect of such claim or cause

of action, the whole amount shall, under such order, be repaid to him." Rule 30 of the Supreme Court Funds Rules, 1884, provides that, "When money is to be lodged (in any action to recover a debt or damages) under the provisions of order 22 . . . the request shall be in the form No. 7 in the appendix to these rules, and shall contain a statement of the circumstances under which the money is to be lodged, in such of the following terms as may be applicable to the case, viz.:—(A.) When the money is to be lodged under the provisions of rule 5 of order 22, a statement in the following terms:—'Paid in in satisfaction of claim of above-named [name of party].' (B.) When the money is to be lodged under the provisions of rule 6 of order 22, a statement in the following terms:—'Paid in against claim of above-named [name of party], with defence denying liability.'" Rule 44 prescribes the forms of request for payment out of money lodged under orders 22 and 31, and provides that, "When a request is made for payment of money lodged on a notice or pleading, receipted notice or pleading must be produced at the pay office." In the present case the action was brought for an alleged debt of £1,349. On the 17th of November the defendants' solicitors wrote to the plaintiff's solicitors that they had that day paid £167 to the credit of the action "in discharge of the plaintiff's claim in this action." The payment was, in fact, made generally to the credit of the action, neither of the forms prescribed by the Rules of 1884 being employed. On the same day, at a later hour, a statement of defence by the defendants was delivered to the plaintiff's solicitors. It had no receipt in the margin or elsewhere for money paid into court. By the defence the defendants denied any liability to the plaintiff, and said that they had paid £167 into court, and that that sum was sufficient to satisfy the plaintiff's claim, if any should be established. The plaintiff took the £167 out of court, but did not give any notice to the defendants that he accepted it in satisfaction of his claim. The plaintiff afterwards moved for accounts and inquiries. The defendants objected that the proceedings in the action, except as to costs, ought to be stayed. *PEARSON, J.*, said that there had been a mistake in form, but he thought that the defendants were not bound by it, and that he was not compelled to hold that the payment into court was an absolute one. He thought that justice would be done by adopting the course which the defendants had offered—viz., allowing the plaintiff to replace the money in court, and afterwards to proceed with the action, or to keep the money and have all proceedings in the action stayed, except as to costs.—COUNSEL, *Cooms-Hardy, Q.C.*, and *Seward Brice*; *Leveith*. SOLICITORS, *Joseph Gibbs*; *Bower, Cotton, & Bower*.

POWER—EXERCISE—SPECIAL POWER—INTENTION.—In a case of *Workman v. Pezgrave*, before Pearson, J., on the 15th inst., the question was whether a power of appointment by will among children and grandchildren had been exercised by the will of the donee. The power comprised two estates, B. and S., and one-fourth share of a colliery, called C. By his will the donee gave "all my estate at B." to a son, and "all my estate at S." to another son, and he gave "all my share and interest in the C., H., and W. Collieries" to some children and grandchildren. He had no property of his own at B. or at S., but he had a one-fourth-eight share of the C. Colliery belonging to him absolutely, and he had also some shares of his own in the H. and W. Collieries. The question was whether the will had exercised the power as regarded the one-fourth share of the C. Colliery. It was admitted that it was exercised as regarded the estates at B. and S. respectively, because there was no property belonging to the testator himself which would satisfy the gifts of "my estate at B.," and "my estate at S.," respectively. *PEARSON, J.*, held that, as the testator had thus shown an intention of exercising the power, he must be considered to have intended to exercise it also as regarded the one-fourth share of the C. Colliery when he used similar words in speaking of his share of that colliery, though the words could be satisfied without holding that it comprised the one-fourth share.—COUNSEL, *Cooms-Hardy, Q.C.*, and *E. Ford*; *Beeritt, Q.C.*, and *Trustram*; *W. W. Karslake, Q.C.*, and *G. Miller*; *Fooks, Q.C.*, and *W. Fooks*; *Daw*; *Clifford*. SOLICITORS, *Mead & Daubeny*; *Merediths & Co.*; *J. E. Fox & Co.*; *Cooke, Kingdon, & Cotton*.

INJUNCTION—RESTRAINT ON TRADE—ARMY, & CO., CONTRACTORS—LIMIT TO EUROPE.—In the case of *Harvey v. Corpe and another*, before Chitty, J., on the 17th inst., his lordship granted an injunction against a defendant from infringing an agreement, whereby he covenanted not to carry on a concentrated meat business in Europe. It appeared that part of the plaintiff's business was that of home and foreign army, &c., contractors. His lordship said that, considering the nature of the plaintiff's business and its extent, it appeared to him that the limit of Europe was not too wide, and did not fall within the principle of the rule against restraint of trade.—COUNSEL, *Romer, Q.C.*, and *Seward Brice*; *Ince, Q.C.*, and *Grosvenor Woods*. SOLICITORS, *Snell, Son, & Greenip*; *C. S. Gover*.

R. S. C., ORD. 25, R. 4—DISMISSAL OF ACTION BROUGHT BY INFANT'S NEXT FRIEND—BREACH OF TRUST—INVESTMENT OF TRUST FUNDS—BONDS PAYABLE TO BEARER.—In a case before Chitty, J., on the 17th inst., being a motion under R. S. C., ord. 25, r. 4, by a defendant, a trustee in an action brought by infants by their next friend, to dismiss the action on the ground of its being unreasonable and vexatious, his lordship observed that it was well established that a defendant in such an action could move, on such grounds, for its dismissal. The sole question, however, for the court to determine was whether the action was, or was not, for the benefit of the infant, and, apart from that issue, the maliciousness of the action or the intention of those who set litigation in motion was not to be considered. His lordship, in the same case, referred to an unreported case before *Jessel, M.R.*, where bonds payable to bearer were held not to



be within the investments authorized by an instrument which, whilst containing powers of investing funds in the trustees' own names on securities in the nature of bonds, did not extend to investments in securities "under the legal control" of the trustees. His lordship said that, in cases where those words were omitted from the power, he must consider the decision of Jessel, M.R., binding upon him, and hold that investments in bonds payable to bearer were not within the trust.

**PRACTICE—PAYMENT OUT—INFANT—SMALL SHARE OF INFANT.**—In the case of *Elliott v. Elliott*, before Chitty, J., on the 18th inst., being a partition action, payment out of court was asked of certain sums, between £25 and £50, representing the interests of infants in land sold. CHITTY, J., said that, having regard to the smallness of the sums, and with the desire of saving expense, he would make an order that where the sum was under £30 (the limit of one single payment into the Post Office Savings Bank) for payment out, and investment by the Paymaster-General in the Post Office Savings Bank in the name of the infant, but where the sum was over £30, for payment out and investment of £30 in the same manner, and payment of the remainder to the infant's father upon his undertaking to pay the sum received by him into the Post Office Savings Bank to the infant's account; but that if any difficulty should be raised by the Paymaster-General, then the sums should be paid out to the infant's father, upon his undertaking to pay into the Post Office Savings Bank to the infants' accounts.—COUNSEL, *G. W. Melville Dale*. SOLICITORS, *Tarrant & Mackrell*.

**PRACTICE—SERVICE OF AN INTERLOCUTORY SUMMONS OUT OF THE JURISDICTION—POWER OF THE COURT TO GRANT LEAVE—FOREIGNER.**—In the case of *Weldon v. Gounod*, which came before the Divisional Court (Lord Coleridge, C.J., and Smith, J.) on the 20th inst., the question was raised as to whether the court had any power to order the service of an interlocutory summons, or notice of the summons, in an action, on a foreign subject who was the defendant in the action, and resident out of the jurisdiction. The plaintiff had recovered a verdict in the Under-sheriffs' Court against the defendant for £10,000 and costs. The defendant, who was a foreign subject resident in Paris, at the trial was represented by counsel and solicitor, but at the time of the present application he had withdrawn all authority from his solicitor. The judgment being unsatisfied, the plaintiff took out a summons at chambers for the appointment of a receiver of certain moneys which the defendant was about to receive from Messrs. Novello, music publishers, and from the directors of the Birmingham Musical Festival, and applied for leave to serve this summons, or notice of it, on the defendant abroad. Smith, J., at chambers referred the matter to the court. The Court refused the application. They said that there was no power in the High Court to direct service of any process out of its jurisdiction, except when specially authorized by statute or by the rules. There was no statutory power, and the rules gave the court no power. The case of *The Credito Gerundense v. Van Woede* (32 W. R. 414, L. R. 12 Q. B. D. 171), was not in point, as the defendant here was not coming, or threatening to come, into this country to make any claim. This application for leave to serve an interlocutory summons on a foreigner out of the jurisdiction must therefore be refused.—COUNSEL, *G. S. Dover*. SOLICITOR, *John Hughes*.

#### BANKRUPTCY CASES.

**BANKRUPTCY—REPUTED OWNERSHIP—SHARES IN RAILWAY COMPANY.**—*BANKRUPTCY ACT, 1883, s. 44 (iii).*—In a case of *The Colonial Bank v. Whinney*, before the Court of Appeal, No. 2, on the 22nd inst., the important question arose whether shares in a railway company, regulated by the Companies Clauses Consolidation Act, 1845, so that the shares are transferable only by deed, are within the reputed ownership clause, sub-section (iii.) of section 44 of the Bankruptcy Act, 1883—i.e., whether they are "goods" within the meaning of the sub-section, the word "goods" being, by section 168, defined as including "all chattels personal." Under section 15 of the Bankruptcy Act, 1869, it was held by Bacon, C.J., in *Ex parte The Union Bank of Manchester* (19 W. R. 872, L. R. 12 Eq. 354) that such shares were "goods," and not "things in action." In the present case the shares had been mortgaged by the bankrupt, and he had executed a blank transfer of them, but at the commencement of the bankruptcy they were still registered in his name. Bacon, V.C., held (32 W. R. 974), following his former decision, that the shares passed, by virtue of the reputed ownership clause, to the trustee in the bankruptcy. The decision was affirmed by the Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.). FRY, L.J., differing from the view of the majority of the court, and holding that the shares were "things in action," and not within the clause. The majority of the court also held that the shares in question which, though registered in the name of one partner in a trading firm, had been bought with the money of the firm, and pledged for a debt of the firm, were in the possession of the bankrupts, or one of them, in their "his trade or business" within the meaning of the clause. The question whether the shares belonged to the joint creditors of the firm, or to the separate creditors of the partner in whose name they stood, was not raised on the present occasion.—COUNSEL, *Righty, Q.C.*, and *Northmore Lawrence*; *Sir F. Herschell, Q.C.*; *Morton, Q.C.*, and *H. Burton Buckley*. SOLICITORS, *Lawrance, Plews, & Baker*; *Druce, Jackson, & Attlee*.

**APPEAL—PRELIMINARY OBJECTION—NOTICE—COSTS.**—In a case of *Ex parte Shead*, before the Court of Appeal, No. 1, on the 17th inst., the question arose whether an appeal, which was dismissed because the notice of appeal had been given too late, ought to be dismissed without

costs, on the ground that the respondent had not given to the appellant any previous notice of his intention to raise this preliminary objection. In *In re Speight* (L. R. 13 Q. B. D. 42), Cave, J., in dismissing a preliminary objection, dismissed it without costs. He said that notice of such an objection ought to be given at the earliest possible moment. Then the appellant would know that if he went on with his appeal he would do so at the peril of costs. When such an objection was successfully taken at the very last moment, costs ought not to be allowed. The same course was adopted by Mathew and Cave, J.J., in *Ex parte Blease* (L. R. 14 Q. B. D. 123, ante, p. 117). In the present case the court (BRETT, M.R., and BAGGALLAY and FRY, L.J.J.) dismissed the appeal, with costs. BRETT, M.R., said that he agreed with Cave, J., that, as a matter of professional courtesy, a solicitor who was aware of such an objection to an appeal ought to give notice of it to the solicitor on the other side. But there was no legal obligation to do so, and the omission to give the notice could not affect the respondent's right to costs.—COUNSEL, *Cooper Willis, Q.C.*, and *A. C. Nicoll*; *Wace*. SOLICITORS, *Deacon, Son, & Gibson*; *Laxdale & Jones*.

#### CASES AFFECTING SOLICITORS.

**COSTS—TAXATION—SOLICITOR TO TRUSTEE IN BANKRUPTCY—COSTS OF TAXATION—SOLICITORS ACT (6 & 7 VICT. c. 73), ss. 37, 38, 39.**—In a case of *Ex parte Marsh*, before the Court of Appeal, No. 1, on the 17th inst., there was a question as to the payment of the costs of the taxation of the bills of costs of two firms of solicitors who had acted for the trustee in a bankruptcy. The bills were referred for taxation in the ordinary way, and in each case more than one-sixth was taxed off. A creditor, who had, by the leave of the court, attended the taxation, applied that the solicitors respectively might be ordered to pay the costs of the taxation. It was contended that sections 37, 38, and 39 of the Solicitors Act of 1843 applied to the case, and that, the creditor being either a third party under section 38, or a party interested in the property out of which the trustee might have paid, or be entitled to pay, the bill, within the meaning of section 39, section 37 applied, and the costs of taxation ought, under the circumstances, to be paid by the solicitors. Mr. Registrar Murray said that the application was novel and unprecedented. The case was not within the provisions of the Act of 1843, and the application was inconsistent with the settled practice of the Court of Bankruptcy for the last fifty years. He, therefore, refused the application. The Court of Appeal (BRETT, M.R., and BAGGALLAY and FRY, L.J.J.) affirmed the decision.—COUNSEL, *Woodfall*; *F. Cooper Willis*; *L. H. Rosenthal*. SOLICITORS, *E. Kimber*; *Radcliffe, Cater, & Martineau*; *A. E. Rosenthal*.

#### THE APPOINTMENT OF REVISING BARRISTERS.

At Maidstone, on the 16th inst., Mr. Justice Hawkins, on coming into court, said:—I have some observations to make on a matter of very considerable interest to the bar. Nothing could be more inconvenient than the present assize arrangements. I had supposed, until I received this morning a letter from the Home Office, that Kent was separated for assize purposes from the other counties of the South-Eastern Circuit. But I find that, though it is so for some purposes, it is not so as to others, and that for some purposes the South-Eastern Circuit is still in existence. As far as the transaction of business is concerned, nothing could be more inconvenient than the arrangements made for the holding of the assizes. If, indeed, the South-Eastern Circuit is to be considered as still existing for assize purposes, then I cannot conceive anything more inconvenient than that while I am sitting here, at Maidstone, for a whole week, my brother Huddleston should be sitting and holding assizes on the same circuit at other places—Cambridge and Bury St. Edmund's. It is evident that this is a "muddle," and I am not surprised at it when I see what happens in these days of experimental reforms. I observe that my brother Manisty, on another circuit, has said that he could not discharge the duties of two judges, but I have been doing so for a week here, trying civil and criminal business, usually tried by different judges; and I certainly thought that, being the sole judge, I was the "senior" judge here. But now comes the question as to the appointments of revising barristers. Until this morning I was under the impression that, being the senior, and, indeed, the only judge of assize in the county, there was nothing to prevent me from appointing revising barristers for the county. My brother Huddleston is not here; he is in a distant county. But I have received a letter this morning from the Home Office enclosing an opinion of the law officers of the Crown to the effect that the appointment of the revising barristers in every county on the South-Eastern Circuit rests with my brother Huddleston. What is the ground on which this opinion rests under the Order in Council I do not know. But the effect as to the appointment of revising barristers is this—that, having received applications from sixty or seventy gentlemen for these appointments, I am now obliged to express to them all my deep regret that I cannot accede to any of their applications, and can make no appointments at all, and I can only refer them to my brother Huddleston, who is now, I suppose, at Bury St. Edmund's or Norwich. This is not all, however; for, upon referring to the Act which gives the power to the judges to appoint revising barristers, I find that it provides that the Lord Chief Justice shall appoint the barristers for the county of Middlesex and the City of London, and that "the senior judge for the time being in the commission of assize for every other county shall, during the summer

circuit in every year, appoint so many revising barristers," &c. Now the name of every one of the judges, from the Lord Chief Justice down to the youngest judge, is now in the commission of assize for every county, so that, if the "senior judge for the time being" in the commission of assize for a county means, not the senior judge there, but the senior judge in the commission, then the power of making the appointments is not in my brother Huddleston, who for this purpose is no more in the county than the Lord Chief Justice or any other judge, and is not the "senior judge in the commission," but it is in the Lord Chief Justice; and, upon the new view taken by the Home Office, the power of making all the appointments is vested in the Lord Chief Justice. Nor is this all; for, if this be so, then all the appointments made last year, which were made in each county by the senior judge there, were invalid, for the senior judge of assize in the commission was the Lord Chief Justice, if the "senior judge of assize in the commission for any county" means, not the senior judge in the county, but the "senior judge in the commission for the county." Such is the necessary and logical result of the view taken by the Home Office.

Mr. H. DICKENS, who was appointed last year by Mr. Justice Field one of the revising barristers for this county, rose and said that, according to this view, he had a narrow escape last year, for he had very nearly fined an overseer; and, if his appointment was invalid, then awkward consequences might have ensued to someone.

The learned JUDGE.—Yes; anyone levying the penalty might have been liable to action for acting without jurisdiction.

Lord Coleridge has since written a letter to the *Times*, in which he says:—"As I do not go any circuit this summer, I have, as I conceive, no right whatever to appoint revising barristers on circuits travelled by my learned brethren. The question has arisen, as I believe, through a misconception; but I wish to say that, as I have no right, so assuredly I have never made, or dreamt of making, any claim to these appointments. One writer was good enough to say, I think, that I had 'managed to secure them.' I can but say that I was never more surprised in my life than to find that anyone could believe I had anything to do with them."

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.  
June, 1885.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

#### FIRST CLASS. [In order of Merit.]

Thomas John Hughes, who served his clerkship with Mr. W. Richard Randall, of Bridgend.

Albert Edward Francis, who served his clerkship with Mr. Frederick Walker, of the firm of Messrs. Emmett & Walker, of Halifax; and with Messrs. Emmett, Son, & Stubbs, of London.

John Carey Bromfield, who served his clerkship with Mr. William Arthur Weightman, of the firm of Messrs. Field & Weightman, of Liverpool; and

Francis Henry Hawkins, LL.B., who served his clerkship with Mr. Henry James Francis, of the firm of Messrs. Field, Roscoe, & Co., of London.

Sydney Trefusis James, who served his clerkship with Mr. Francis Hearle Cook, of Truro: and with Messrs. Street & Poynder, of London.

#### SECOND CLASS. [In Alphabetical order.]

William Henry Brightman, who served his clerkship with Mr. Edward William Parkes, of London.

John Thomas Cotton, who served his clerkship with Mr. John Cotton, of London.

George Emerson, who served his clerkship with Mr. Thomas Preston Branton and Mr. William Wilkinson Branton, of the firm of Messrs. W. W. & T. P. Branton, of West Hartlepool.

Charles Henry Hilton, who served his clerkship with Mr. Francis Dobson Lowndes, of Liverpool.

William Henry Roxburgh, B.A., who served his clerkship with Messrs. Futvoe, Field, & Baker, of London.

Arthur Edward Bromhead Soulby, who served his clerkship with Mr. T. G. Mann, of York; and with Messrs. Iliffe, Henley, & Sweet, of London.

Walter Hamlyn Speed, who served his clerkship with Mr. R. H. Speed, of Nottingham; and with Messrs. Harvey & Capron and Mr. M. G. Davidson, of London.

George William Taylor, who served his clerkship with Mr. Ebenezer Cobb Morley, of the firm of Messrs. Morley & Shirreff, of London.

Evan Daniel Thomas, B.A., who served his clerkship with Mr. E. L. Tyndall, of Birmingham; and with Messrs. Hacon & Turner, of London.

Edmund Thompson Gilchrist Wilson, who served his clerkship with Mr. Edwin Gray, of the firm of Messrs. W. & E. Gray, of York; and with Messrs. Bell, Brodrick, & Gray, of London.

William Reginald Wood, who served his clerkship with Mr. John Cullimore, of the firm of Messrs. Birch, Cullimore, & Douglas, of Chester; and with Messrs. Meredith & Co., of London.

#### THIRD CLASS.

[In Alphabetical order.]

Robert Edward Branthwaite, who served his clerkship with Mr. William Alfred Linde, of Manchester.

Henry Allen Roughton May, who served his clerkship with Mr. Charles Frederic Cameron, of the firm of Messrs. Robins, Cameron, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Hughes, the prize of the Honourable Society of Clement's-inn, value ten guineas; and the Daniel Reardon Prize, value about twenty-five guineas.

To Mr. Francis, the prize of the Honourable Society of Clifford's-inn, value ten guineas.\*

To Mr. Bromfield, the prize of the Honourable Society of New-inn, value five guineas.

To Mr. Hawkins, the prize of the Incorporated Law Society, value five guineas.

To Mr. James, the prize of the Incorporated Law Society, value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was ninety-two.

## LEGAL APPOINTMENTS.

Mr. CHARLES GASQUET, solicitor (of the firm of Gasquet & Metcalfe), of 9, Idol-lane, has been appointed Returning Officer for the Borough of Islington. Mr. Gasquet was admitted a solicitor in 1868.

Mr. FREDERICK KYNASTON METCALFE, solicitor (of the firm of Gasquet & Metcalfe), of 9, Idol-lane, has been appointed Returning Officer for the Borough of Paddington. Mr. Metcalfe is one of the under-sheriffs of London and Middlesex for the present year. He was admitted a solicitor in 1876.

Mr. SHARON GROTE TURNER, solicitor, of 56, Lincoln's-inn-fields, has been appointed Returning Officer for the Borough of Finsbury. Mr. Turner was admitted a solicitor in 1864.

Mr. CHARLES JOHN PEARSON, barrister and advocate, has been appointed Sheriff of Chancery in Scotland, in succession to Mr. James Muirhead, who has been appointed Sheriff of Stirlingshire and Dumbartonshire. Mr. Pearson is the eldest son of Mr. Charles Pearson, of Edinburgh, and was born in 1843. He was educated at the Edinburgh Academy, and he was formerly Scholar of Corpus Christi College, Oxford. He obtained the Gaisford Prize for Greek prose in 1862, and the Gaisford Prize for Greek verse in 1863, and he graduated first class in classics in 1865. He was called to the bar at the Inner Temple in Trinity Term, 1870, and he was admitted a member of the Faculty of Advocates in Scotland in the following month.

Mr. WILLIAM MILLER, solicitor, of 250, King's-road, Chelsea, has been appointed Returning Officer for the Borough of Chelsea. Mr. Miller was admitted a solicitor in 1847. He is clerk to the Chelsea Board of Guardians, and superintendent registrar.

Mr. REUBEN CHARLES GREEN, solicitor (of the firm of Green & Hartcup), of 5, Verulam-buildings, Gray's-inn, has been appointed Returning Officer for the Borough of Kensington. Mr. Green was admitted a solicitor in 1873.

Mr. CLARENCE RICHARD HALSE, solicitor, of 61, Cheapside, has been appointed Returning Officer for the Borough of St. Pancras. Mr. Halse is one of the under-sheriffs of London and Middlesex for the present year. He was admitted a solicitor in 1875, and he is in partnership with his father, Mr. Richard Clarence Halse.

Mr. JOHN FRANCIS LEIGH CLARE, solicitor (of the firm of Clare & McMaster), of Liverpool and Hoylake, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD HARRY ADCOCK, solicitor, of 3, Circus-place, Finsbury, E.C., has been appointed a Commissioner of the Supreme Court of the Gold Coast Colony.

#### DISSOLUTIONS OF PARTNERSHIPS, &c.

CHARLES JEROME and FREDERICK BRUNNING MADDISON, solicitors, 9 and 10, Tokenhouse-yard, London (Jerome, Maddison, & Co.). April 11.

[Gazette, July 17.]

## OBITUARY.

### MR. JOSEPH HALL.

Mr. Joseph Hall, who was the oldest solicitor in Derbyshire, died at Castleton, on the 6th inst., in his ninety-third year. Mr. Hall was born in 1792. He was admitted a solicitor in 1817, and he had for very many years practised at Castleton, and being the only solicitor in the town, he had a large private practice. Mr. Hall was a perpetual commissioner for Derbyshire, and he was formerly judge of the High Peak Mineral Courts and steward of the High Peak Court of Requests. He was also steward of the Duke of Devonshire's Woodland Estates.

\* The amount available for this prize at this examination is as above stated.



## NEW ORDERS, &amp;c.

## CHANCERY TAXING MASTER'S OFFICE.

LONG VACATION, 1885.

The office of the Vacation Master (Mr. Longbourne) will be open throughout the Vacation from 11 to 2 on Tuesdays, Wednesdays, and Thursdays, and from 10 to 4 on Fridays.

In all matters in which the payment of costs is directed out of a fund (either in court or in the hands of trustees), by an order made subsequently to the 12th of July, 1885, the taxation will be proceeded with by the Vacation Master, provided that the bills (with all necessary papers and vouchers) are left at the office of the Vacation Master within fourteen days from the date of the passing of the order.

In cases in which the taxation of more than one bill is directed, the taxation will not be proceeded with until all the bills have been left.

Chancery Taxing Offices (Room 223), July 14.

## LEGISLATION OF THE WEEK.

## HOUSE OF LORDS.

July 16.—*Royal Commission.*

The Royal assent was given by Commission to forty-six Bills. The Bills included the following:—East India Unclaimed Stock; Yorkshire Registries Amendment; Friendly Societies Amendment; London, Brighton, and South Coast Railway (Various Powers); Canada North-West Land Company; Longton Corporation; Northern Railway of Buenos Ayres Company; Charing-cross and Waterloo Electric Railway Abandonment; Manchester, Bury, Rochdale, and Oldham Steam Tramways (Extension of Time); Ayr Burgh; Columbia Market; Ballymena and Larne Railway; Great Northern Railway (Various Powers); Guiseley, Yeddon, and Rawdon Railway; Latimer-road and Acton Railway; Cathcart District Railway (Extension of Time); Brentford and District Tramways; Didcot, Newbury, and Southampton Railway (Extension of Time); Hull, Barnsley, and West Riding Junction Railway and Dock; Lydd Railway (Various Powers); Manchester, Sheffield, and Lincolnshire Railway (Various Powers); Rhondda and Swansea Bay Railway; London, Tilbury, and Southend Railway; Lanarkshire and Ayrshire Railway; London and North-Western Railway; Metropolitan Railway; Midland Railway (Additional Powers); Hartlepool Headland Protection and Improvement; Plymouth, Devonport, and South-Western Junction Railway; Great Eastern Railway (General Powers); Lancashire and Yorkshire Railway; Liverpool Improvement; Bexhill Water and Gas; Halesham Water; and several Provisional Order Bills.

*Bills Read a Second Time.*

PRIVATE BILLS.—Eastbourne Improvement; Mossley Improvement; Sunderland Corporation.

*Bills in Committee.*

Archdeaconries.

Tithe Rent-Charge Redemption.

*Bills Read a Third Time.*

PRIVATE BILL.—Colne Valley Water.

East India Loan.

July 17.—*Bills Read a Second Time*

Metropolitan Management Acts Amendment.

Local Loans (Sinking Fund).

*Bills Read a Third Time.*

PRIVATE BILLS.—Earl De La Warr's Estate; Shanklin and Chale Railway; Limehouse Subway (Extension of Time); North Wales Narrow Gauge Railways Extensions, &c.

July 20.—*Bill Read a Second Time.*

Marriages (St. John, Cowley).

*Bill in Committee.*

Housing of Working Classes (England).

*Bills Read a Third Time.*

PRIVATE BILL.—Alexandra (Newport and South Wales) Docks and Railway.

Tithe Rent-Charge Redemption.

July 21.—*Bill in Committee.*

Metropolis Management Acts Amendment.

*Bills Read a Third Time.*

PRIVATE BILLS.—Lord Haldon's Estate; Liverpool Tramways.

Marriages (St. John, Cowley); Local Loans (Sinking Fund).

## HOUSE OF COMMONS.

July 16.—*Bill Read a Second Time.*

Medical Relief Disqualification.

*Bills in Committee.*

Public Health (Ships, &c.); Bankruptcy (Office Accommodation); Ecclesiastical Commissioners (also read a third time); National Debt.

*Bills Read a Third Time.*

PRIVATE BILL.—Bermondsey Vestry.

Marriages (St. John, Cowley); Copyhold Emfranchisement.

July 20.—*Bills read a Second Time.*

PRIVATE BILL.—Didcot, Newbury, and Southampton Railway (No. 2). School Boards.

*Bills in Committee.*

Exchequer and Treasury Bills; Metropolitan Board of Works (Money); Parliamentary Elections (Corrupt Practices).

*Bills Read a Third Time.*

Public Health (Members and Officers); National Debt; Artillery and Rifle Ranges.

July 21.—*Bill in Committee.*

Medical Relief Disqualification Removal.

## LEGAL NEWS.

At a meeting of the Birmingham Town Council, last week, it was resolved to erect law courts for the holding of assizes, quarter sessions, police business, and coroner's inquests, upon a site of 5,000 square yards, in the centre of the town. The building alone is estimated to cost £60,000.

The will of the late Earl Cairns was proved on the 3rd inst. by Henry Hugh M'Neill, the brother-in-law, William M'Neill Cairns, the nephew, and Henry John Lowndes Graham, the executors, the value of the personal estate amounting to upwards of £148,000. The will of Mr. Charles Claridge Druce, late of Billiter-square, and of Elmwood, Denmark-hill, has also been proved, the personalty amounting to over £162,000.

On Monday, in the House of Commons, Mr. Yorke asked the Secretary of State for the Home Department whether he had had under his notice the position of high sheriffs of counties at the approaching general election, who would be responsible for the counting of votes given in contested elections for the several divisions of their respected counties; and whether there was any source from which the expenses of the deputies who would have to be appointed could be defrayed, or if the burden of providing for such expenses would fall on the sheriffs. Sir R. Cross said the sums payable to the returning officers were regulated by the schedules of the Act, and if these were not sufficient, the extra expenses would no doubt fall upon the sheriffs.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. KAY.
Mon., July 27	Mr. Leach	Mr. Beal	Mr. Ward	Mr. Lavie
Tuesday .. 28	Beal	Leach	Pemberton	Pugh
Wed. .... 29	King	Beal	Ward	Lavie
Thursday .. 30	Farrer	Leach	Pemberton	Pugh
Friday ..... 31	Pemberton	Beal	Ward	Lavie
Sat., Aug. 1	Ward	Leach	Pemberton	Pugh
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, July .....	27	Mr. Farrer	Mr. Koe	Mr. Jackson
Tuesday .....	28	King	Clowes	Carrington
Wednesday .....	29	Farrer	Koe	Jackson
Thursday .....	30	King	Clowes	Carrington
Friday .....	31	Farrer	Koe	Jackson
Sat., Aug. ....	1	King	Clowes	Carrington

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ABBEY LANE FREEHOLD LAND SOCIETY.—Chitty, J., has by an order, dated May 5, appointed William George Hawson, Hartshead, Sheffield, to be official liquidator.

ALDERINGTON AND BRIGHTON LAND COMPANY, LIMITED.—Petition for winding up, presented July 15, directed to be heard before Kay, J., on Saturday, Aug. 1.

MUNDS AND LONGDEN, Old Jewry, solicitors for the petitioner.

BALKES COMPANY, LIMITED.—Petition for winding up, presented July 15, directed to be heard before Bacon, V.C., on July 25. Rossiter, Verulam bldgs, Gray's inn, solicitor for the petitioners.

CHARLTON, CHALK, SAND, AND BALLAST COMPANY, LIMITED.—Petition for winding up, presented July 14, directed to be heard before Bacon, V.C., on Saturday, July 25. Harte, Union st, Old Broad st, solicitor for the petitioners.

CLAYTON MILL MANUFACTURING COMPANY, LIMITED.—Pearson, J., has by an order, dated June 25, appointed Joshua Rawlinson, Burnley, to be official liquidator.

HAMMOND ELECTRIC LIGHT AND POWER SUPPLY COMPANY, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to William Theobald, St Swithun's lane, Tuesday, Nov 3, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIARDET'S MARINE PATENTS PRELIMINARY COMPANY, LIMITED.—By an order made by Kay, J., dated June 27, it was ordered that the voluntary winding up of the company be continued. Tarn, Philpot lane, Fenchurch st, solicitor for the petitioners.

NORTH LONDON REFINERY WORKS COMPANY, LIMITED.—Petition for winding up, presented July 14, directed to be heard before Pearson, J., on July 25. Hewitt, New Oxford st, solicitor for the petitioner.

[Gazette, July 17.]

"ETRURIA" STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented July 20, directed to be heard before Pearson, J., on Saturday, Aug 1. Cooper and Co, Leadenhall st, solicitors for the petitioner.

**GLOBE GENERAL INSURANCE COMPANY, LIMITED.**—By an order made by the Court of Appeal, dated July 17, it was ordered that the winding up of the company be continued. Wheatley, Leadenhall st, solicitor for the petitioners.

**JOHN VERNON HOPE AND COMPANY, LIMITED.**—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to William Brock Keen, 15, King st, Cheapside. Wednesday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

**SOUTH EUROPE MINING COMPANY, LIMITED.**—Petition for winding up, presented July 18, directed to be heard before Bacon, V.C., on Aug 1. Sheppard and Riley, Moorgate st, solicitors for the petitioners.

**STEAMSHIP "SARA" COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated July 11, it was ordered that the company be wound up. Ingledew and Co, Fenchurch st, solicitors for the petitioners.

(Gazette, July 21.)

## FRIENDLY SOCIETIES DISSOLVED.

**LADIES' BENEFIT SOCIETY, Crown Inn Assembly Rooms, Redditch, Worcester.** July 13

**LOVE AND UNITY PROVIDENT SOCIETY, Court House Inn, New st, Dudley, Worcester.** July 13

(Gazette, July 17.)

## CREDITORS' CLAIMS.

## CREDITORS UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

**ANDREW, JOHN ANDREW, Sheffield, Steel Manufacturer.** Sept 6. Rodgers and Co, Sheffield

**BERNARD, CHARLES, Broad Hinton, nr Swindon, Esq.** Aug 11. Wilson, Bath

**BROOKER, THOMAS, Margaret st, Cavendish sq, Printer.** Sept 1. Bowker, Gray's inn sq

**BROWNE, MOSES, Cambridge, Esq.** Aug 7. Browne, Abergavenny

**CARTER, EDGAR FRANCIS, Earlswood, Surrey, Gent.** Aug 30. Carter Morrison, Reigate

**CHURTON, ALICIA, Windermere, Westmoreland.** Aug 10. Martin, Pershore

**CLARK, JOSEPH, High st, Clapham, Licensed Victualler.** Aug 1. Routh and Co, Southampton st, Bloomsbury

**CLARKSON, JANE, ROOSE, nr Barrow in Furness.** Aug 6. Morgan and Nalder, Barrow in Furness

**COOK, JOSEPH, Cowley Mount, St Helen's, Ironfounder.** July 31. Brewis, St Helen's

**DAVIDSON, ROBERT MATHER, Newcastle upon Tyne, Miller.** Aug 23. Watson and Dendy, Newcastle upon Tyne

**DENT, GEORGE, South Hill, Streatham Common, Esq.** Aug 12. Anderson Roe, Salisbury st, Strand

**DOUGLAS, GEORGE KATZ, Riding Mill, Northumberland, Civil Engineer.** Aug 17. Stanton and Atkinson, Newcastle upon Tyne

**DUNFORD, JAMES, Poole, Gent.** Aug 1. Witt and Kemp-Welch, Poole

**FLINN, CAROLINE, Clapham rd, Sept 1. Hepburn and Co, Cheapside**

**GARDNER, SARAH, St Paul's rd, Canonbury.** Aug 21. Gardner, Leadenhall st

**GRIFFITHS, MARY, Holland rd, Kensington.** Aug 31. Cripps, Parliament st

**HINKS, WILLIAM, Bishop Auckland, Ironmonger.** Aug 15. Wallyn Stillman, Bishop Auckland

**HOPKINS, Rev ROBERT SMYTHE, Hilderstone Vicarage, Stafford, Clerk.** Aug 12. Tytrel, Raymond bldgs, Gray's inn

**HUMBLE, WILLIAM FERGUSON, Hartlepool, Durham, Master Mariner.** July 15. Ralph and Co, West Hartlepool

**JONES, MARY, Ercmont, Chester.** Aug 21. Rowe and Co, Liverpool

**LOUTH, Rev JAMES, Halifax.** July 23. Jones, Halifax

**MOIR, MARY TWYNAM, Colley, Surrey.** Aug 31. Keen and Co, Knight Rider st

**MORRISON, WILLIAM LAWTE, Devonport, Esq., retired Major General.** Sept 15. Crosse and Sons, Lancaster pl, Strand

**NAYLOR, ANNE, Leeds.** Sept 8. Simpson, Leeds

**NEWS, GEORGE, Netherton, nr Dudley, Charter Master.** Aug 11. Watts and Jobson, Dudley

**OLIVER, ROBERT, West Hartlepool, Durham, Contractor.** Sept 6. Fryer, West Hartlepool

**PARKER, Rev WILLIAM, Little Comberton, Worcester, Clerk.** Aug 10. Parker, Worcester

**PABSONS, ANNA BECHER, Putney, Surrey.** Sept 1. Rooker and Bazeley, Bideford

**PATRIDGE, DAVID, Plumstead, Kent, Gent.** July 30. Tindall, Redhill

**PRIDMORE, Hon EVERARD HENRY, St James' sq, Colonel.** Aug 16. Taylor and Co, Field ct, Gray's inn

**RATCLIFFE, WILLIAM, Redcliffe rd, Fulham rd, Gent.** Aug 1. Pollard, Coleman st

**RICHARDS, CAROLINE, Clifton, Bristol.** July 24. Osborne and Co, Bristol

**ROBERTSON, REBECCA, St James's, New Cross.** Aug 14. Kerly and Co, Gt Winchester st

**RUTLAND, GEORGE, Newcastle upon Tyne, Gent.** Aug 28. Watson and Dendy, Newcastle upon Tyne

**SAMUDA, JOSEPH D'AGUIAR, Gloucester sq, Hyde pk, Iron Ship Builder.** Aug 6. Upton and Co, Austin Friars

**SHOEBOTTOM, ANN, Manchester, Cab Proprietress.** Aug 8. Johnson and Johnsons, Stockport

**SMITH, JOHN, Hadleigh, Essex, Gent.** Aug 14. Stones and Co, Finsbury circus

**SNELL, HARRY BINGHAM, East Stonehouse, Devon, Chemist.** Aug 19. Elworthy and Co, Plymouth

**STAPLETON, ANN ISABELLA, Worship st, Finsbury.** Aug 20. Robinson and Co, Charterhouse sq

**STYMS, HARRIETT SARAH, Horsham, Sussex.** Aug 31. Carter Morrison, Reigate

**TOWNSON, CHARLES JAMES, Ehrenbreitstein, Prussia, Gent.** Aug 14. Stones and Co, Finsbury circus

**VAUGHAN, JAMES, Bulth, Brecon, Esq.** Aug 10. White and Sons, Bedford row

**WILKINSON, ELIZABETH, Chapel en le Frith, Derby.** Aug 3. Bennet and Co, Chapel en le Frith

**WOOD, JOHN, Hill ct, Haver, Kent, Gent.** Sept 1. Hicklin and Co, Trinity sq, Southwark

**YEOMANS, JOHN, Burton upon Trent, Common Brewer.** Sept 1. Drewry, Burton upon Trent

(Gazette, July 10.)

## SALES OF ENSUING WEEK.

July 27.—Messrs. FULLER & FULLER, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 18, p. 4).

July 28.—Messrs. DEERHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisements, July 18, p. 4).

July 29.—Messrs. ROBT. W. FULLER, MOOR, & FULLER, at the Mart, at 1 for 2 p.m., Freehold Ground Rents, &c. (see advertisement, this week, p. 4).

July 31.—Messrs. BRUCKLAND & SONS, at the Mart, at 1 for 2 p.m., Tithes Rents—charge (see advertisement, July 18, p. 4).

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

FRIDAY, July 17, 1885.

## RECEIVING ORDERS.

Ainley, Henry Jervis, Newcastle on Tyne, Flock Manufacturer. Newcastle on Tyne. Pet July 13. Ord July 13. Exam July 23

Band, Martin, High st, Brentford, Parchment Merchant. Brentford. Pet July 14. Ord July 14. Exam Aug 4 at 2

Bastow, Mark, London wall, Tobaccoist. High Court. Pet May 20. Ord July 14. Exam Aug 20 at 11, at 34, Lincoln's inn fields

Bell, William, and George McCulley, Carlisle, Plumbers. Carlisle. Pet June 30. Ord July 13. Exam July 23 at 11, at Court house, Carlisle

Boston, Robert, Newcastle on Tyne, Hardwareman. Newcastle on Tyne. Pet July 15. Ord July 15. Exam July 23

Brand, Francis James, Banbury, Oxfordshire, Jeweller. Banbury. Pet July 2. Ord July 14. Exam Aug 19

Burston, Alfred William, Hove, Sussex, Whitesmith. Brighton. Pet July 14. Ord July 14. Exam Aug 6 at 12

Checkley, Jonas, Cradley Heath, Worcestershire, Baker. Stourbridge. Pet June 30. Ord July 10. Exam July 23 at 2.30

Collingridge, James, Leman st, Whitechapel, Corn Dealer. High Court. Pet July 15. Ord July 15. Exam Aug 20 at 11, at 34, Lincoln's inn fields

Cowdy, Samuel Angus, and Charles Woodrow Mayer, Coleman st, Merchants. High Court. Pet July 14. Ord July 14. Exam Aug 30 at 11, at 34, Lincoln's inn fields

Crandie, John, Eton rd, Plumstead, Tailor. Greenwich. Pet July 15. Ord July 15. Exam Aug 7 at 1

Crosby, George, Stoke upon Trent, Stationer. Stoke upon Trent and Longton. Pet July 13. Ord July 13. Exam July 29 at 2.15

Deane, John, Burslem, Boot Dealer. Hanley, Burslem, and Tunstall. Pet July 2. Ord July 14. Exam Aug 11 at 11, at Townhall, Hanley

Fry, Philip, Bath rd, Hounslow, Tobaccoist. High Court. Pet July 15. Ord July 15. Exam Aug 20 at 11, at 34, Lincoln's inn fields

Groves, Henry Benjamin, London, Norfolk. Baker. Great Yarmouth. Pet July 14. Ord July 14. Exam August 10 at 2.30, at Townhall, Great Yarmouth

Hart, Annie, Newcastle on Tyne, Widow. Newcastle on Tyne. Pet July 14. Ord July 14. Exam July 23

Jenkins, William, Swansea Valley, nr Swansea, Tailor. Neath. Pet July 13. Ord July 13. Exam July 23 at 10.30, at Townhall, Neath

Johnson, James, Doncaster, Fishmonger. Sheffield. Pet July 15. Ord July 15. Exam Aug 11 at 30

Kendall, William Joseph, Walsall, Grocer. Walsall. Pet July 14. Ord July 14. Exam Aug 10 at 12

Letts, John Jacob, Hulme, Manchester, Builder. Salford. Pet June 29. Ord July 15. Exam July 29 at 11

Lewis, Charles James, Deptford, Kent, Printer's Foreman. Greenwich. Pet July 15. Ord July 15. Exam Aug 7 at 1

Lord, William Henry, Bath, Carpenter. Bath. Pet July 15. Ord July 15. Exam Aug 6 at 11.30

Mace, William Manners, Ilkeston, Derbyshire, Builder. Derby. Pet July 2. Ord July 14. Exam Aug 15 at 10

Marsden, Francis, Sheffield, out of business. Sheffield. Pet July 15. Ord July 15. Exam Aug 6 at 11.30

Merryweather, George Henry, Sheffield, Ironmonger. Sheffield. Pet July 10. Ord July 13. Exam Aug 6 at 11.30

Milns, John Vincent, Lincoln, Joiner. Lincoln. Pet June 4. Ord July 15. Exam July 27 at 2.30

Moore, James Townsend, Newton le Willows, Lancashire, Solicitor. Warrington. Pet July 15. Ord July 15. Exam Aug 6 at 2

Moussall, Habib, Liverpool, Merchant. Liverpool. Pet May 19. Ord July 14. Exam July 27 at 12, at Court house, Government buildings, Victoria st, Liverpool

Norris, John Robert, William Chatband, and Joseph Foxall, Tivdale, Staffordshire, Royalty Masters. Dudley. Pet July 13. Ord July 13. Exam Aug 6 at 11

Olive, Richard, and Joseph Bell, Walmsley, nr Bury, Waggon Builders. Bolton. Pet June 30. Ord July 13. Exam Aug 6 at 11.30

Pardoe, Richard John, Tenbury, Worcestershire, Coal Merchant. Kidderminster. Pet July 9. Ord July 9. Exam Aug 6 at 2.30 at Townhall, Kidderminster

Preece, Elizabeth, Pembroke, Cowkeeper. Pembroke Dock. Pet July 9. Ord July 9. Exam July 29 at 12 at Temperance Hall, Pembroke Dock

Roden, Robert Devereux, Birmingham, Cab Proprietor. Birmingham. Pet July 13. Ord July 13. Exam Aug 5

Rosenblatt, Herman, Manchester, Dealer in Glass Shades. Salford. Pet June 30. Ord July 15. Exam July 29 at 11

Rosser, Evan, Trechebert, Glamorganshire, Ostler. Pontypridd. Pet July 13. Ord July 13. Exam Aug 4 at 2

Rothers, William, Hollinwood, nr Oldham, Lancashire, Machinist Manufacturer. Oldham. Pet July 13. Ord July 13. Exam July 21 at 12

Scholefield, James, Cleckheaton, Yorks, Wheelwright. Bradford. Pet July 11. Ord July 13. Exam July 28 at 12

Seldon, Charles John, and Edward Samuel Seddon, Liverpool, Merchants. Liverpool. Pet June 27. Ord July 14. Exam July 27 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Smith, William, and Co., Nottingham, Bakers. Nottingham. Pet June 26. Ord July 13. Exam Aug 11

Spendlove, James, Gretton, Northamptonshire, Farmer. Leicester. Pet June 12. Ord July 13. Exam July 20 at 10

Stevens, George, Tonbridge Wells, Builder. Tonbridge Wells. Pet July 13. Ord July 13. Exam Aug 6 at 1

Strong, William, sen, Bingham, Nottinghamshire, out of business. Nottingham. Pet June 30. Ord July 13. Exam Aug 11

Thomas, James Vinson, Cardiff, Coal Shipper. Cardiff. Pet July 14. Ord July 14. Exam Aug 6 at 2

Wagstaff, Charles Frederick, Bentley, nr Doncaster, Corn Dealer. Sheffield. Pet July 11. Ord July 11. Exam July 30 at 11.30

Whitaker, William, Halifax, Watchmaker. Halifax. Pet July 13. Ord July 13. Exam Aug 20

Whiting, Harley, Hemington, Leicestershire, Market Gardener. Leicester. Pet July 2. Ord July 14. Exam July 20 at 10

Witham, William, Bath, Gasfitter. Bath. Pet July 15. Ord July 15. Exam Aug 6 at 11.30

The following amended notice is substituted for that published in the London Gazette of July 7, 1885.

Mewton, John Samuel, St Breock, nr Wadebridge, Cornwall, Woodman. Truro. Pet June 17. Ord July 1. Exam July 25 at 11.30

## FIRST MEETINGS.

Ainley, Henry Jervis, Newcastle on Tyne, Flock Manufacturer. July 27 at 11. Official Receiver, County chbrs, Newcastle on Tyne

Bell, William, and George McCulley, Carlisle, Plumbers. July 28 at 2. Official Receiver, 34, Fisher st, Carlisle

Burton, Alfred, jun, Tamworth, Staffordshire, Grocer. July 29 at 11. Official Receiver, Birmingham

Boston, Robert, Newcastle on Tyne, Hardwareman. July 29 at 11. Official Receiver, County chbrs, Newcastle on Tyne



Boyer, John Walter, Pewsey, Wilts, Bookseller. July 24 at 2. Official Receiver, 25, High st, Swindon.

Brown, William, Watford, Hertfordshire, Brushmaker. July 25 at 11.30. Messrs. Ewen and Roberts, 42, Outer Temple, 222 and 225, Strand.

Burnett, James Murray, Ealing. July 25 at 12. 28 and 29, St Swithin's lane.

Burnstow, Alfred William, Hove, Sussex, Whitesmith. July 28 at 12. 33, Bond st, Brighton.

Bush, James, Ulverston, Contractor. July 24 at 3. Official Receiver, 2, Paxton terr, Barrow in Furness.

Callaghan, William, Anfield, nr Liverpool, Builder. July 28 at 3. Official Receiver, 25, Victoria st, Liverpool.

Checkley, Jonas, Cradley Heath, Worcestershire, Baker. July 28 at 10.30. Official Receiver, Dudley.

Crosby, George, Stoke upon Trent, Stationer. July 27 at 2. North Stafford Station Hotel, Stoke upon Trent.

Elam, Edward, Kingston upon Hull, Wine Merchant. July 24 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

Elliott, Harold, Nelson, Chair Manufacturer. July 24 at 3. Exchange Hotel, Nicholas st, Burnley.

Fowle, James Fraser, Orrell, Lancashire, Clerk. July 25 at 2.30. Official Receiver, 55, Victoria st, Liverpool.

Gilbert, Robert, Doddington gr, Kennington, out of business. July 24 at 2. 33, Carey st, Linco'n's inn.

Grafton, John, Dudley, Worcestershire, Grocer. July 28 at 10. Official Receiver, Dudley.

Grant, Albert, Founder's ct, Louthbury, Banker. July 28 at 12.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

Hampton, George, and Frederick Hampton, Lower Mortlake rd, Timber Merchants. July 27 at 1. Official Receiver, 109, Victoria st, Westminster.

Hampton, Frederick (separate estate), Marsh gate, Richmond, Builder. July 27 at 3. Official Receiver, 109, Victoria st, Westminster.

Hampton, George (separate estate), Lower Mortlake rd, Timber Merchant. July 27 at 2.30. Official Receiver, 109, Victoria st, Westminster.

Hart, Annie, Newcastle on Tyne, Widow. July 27 at 12. Official Receiver, County chmbrs, Newcastle on Tyne.

Hemingsway, Abraham, Dewsbury, York, Woolstapler. July 24 at 3. Official Receiver, Bank chmbrs, Batley.

Henson, William, the elder, Old Basford, Nottingham, Boot Maker. July 24 at 12. Official Receiver, 1, High pavement, Nottingham.

Hoycard, William Henry, Bulwell, Nottingham, Manager of Cement Works. July 24 at 3. Official Receiver, 1, High pavement, Nottingham.

Jenkins, William, Swansea Valley, nr Swansea, Tailor. July 27 at 11. 6, Rutland st, Swansea.

Jones, Joseph Ambrose, Bullwell, Nottingham, Cement Manufacturer. July 24 at 2. Official Receiver, 1, High Pavement, Nottingham.

Kendall, William Joseph, Walsall, Grocer. July 28 at 11.30. Official Receiver, Bridge st, Walsall.

Kershaw, Henry, Leeds, Cloth Manufacturer. July 24 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.

Manners, William Manners, Ilkeston, Derbyshire, Builder. July 24 at 3. Official Receiver, St James' chmbrs, Derby.

Mewton, John Samuel, St Breock, nr Wadebridge, Cornwall, Woodman. July 24 at 12. Official Receiver, Boscawen st, Truro.

Miles, John Vincent, Lincoln, Joiner. July 27 at 11. Official Receiver, 2, Benedict sq, Lincoln.

Moore, James Townend, Newton le Willows, Lancashire, Solicitor. July 28 at 11. Official Receiver, 2, Cairo st, Warrington.

Morris, James Henry, Llanrwst, Denbighshire, Licensed Victualler. July 24 at 11.30. The Hotel, Llandudno Junction.

Needham, Joseph, Castleford, Yorks, out of business. July 27 at 12. Official Receiver, Southgate chmbrs, Southgate, Wakefield.

Norris, John Robert, William Chabaud, and Joseph Foxall, Tidvale, Staffordshire, Royalty Masters. Aug 6 at 10. Official Receiver, Dudley.

Oliver, Richard, and Joseph Bell, Walmersley, nr Bury, Lancashire, Wagon Builders. July 30 at 3. 16, Wood st, Bolton.

Ostler, George, Kingston upon Hull, Tailor. July 27 at 11. Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull.

Pardoe, Richard John, Tenbury, Worcestershire, Coal Merchant. Aug 6 at 2.30. Messrs Stokes and Hooper, Solicitors, Kidderminster.

Pearl, John, Roxwell, Essex, Farmer. July 24 at 10.30. Shirehall, Chelmsford.

Pullan, George, Farnley, nr Leeds, Farmer. July 24 at 3. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.

Roden, Robert Devereux, Birmingham, Cab Proprietor. July 30 at 11. Official Receiver, Birmingham.

Rosser, Evan, Treherbert, Glamorganshire, Ostler. July 27 at 3. Official Receiver, Merthyr Tydfil.

Rothers, William, Hollinwood, nr Oldham, Lancashire, Machinist. July 27 at 3. Priory chmbrs, Union st, Oldham.

Scheldfield, James, Clackthorn, Yorks, Wheelwright. July 27 at 11. Official Receiver, Iregate chmbrs, Bradford.

Scott, Joseph, Coleman st, Solicitor. July 27 at 12. 33, Carey st, Lincoln's inn.

Spendlove, James, Greeting, Northamptonshire, Farmer. July 27 at 3. 25, Friar lane, Leicester.

Stinson, Joseph Lee, Clent, Worcestershire, Glazed Brick Maker. July 28 at 2. Messrs Wall and Hinds, Solicitors, Stourbridge.

Sumner, Richard William, East India Dock rd, Poplar, Hotel Keeper. July 24 at 11. 33, Carey st, Lincoln's inn.

Thomson, George Alexander, Hertford, Gent. July 27 at 2. 33, Carey st, Lincoln's inn.

Torrans, C A, High rd, Chiswick, Gent. July 25 at 11. 28 and 29, St Swithin's lane.

Wagstaff, Charles Frederick, Bentley, nr Doncaster, Corn Dealer. July 29 at 11. Official Receiver, Figtree lane, Sheffield.

Whitaker, William, Halifax, Watchmaker. July 25 at 12. Official Receiver, Townhall chmbrs, Halifax.

Whiting, Harley, Hemington, Leicestershire, Market Gardener. July 28 at 12. Official Receiver, 23, Friar lane, Leicester.

Worboys, Alfred, Luton, Bedfordshire, Straw Hat Maker. July 24 at 11. Official Receiver, 29, Park st, West Luton.

## ADJUDICATIONS.

Baldwin, Henry James, Horseferry Branch rd, Commercial rd, Rag Merchant. High Court. Pet June 18. Ord July 15.

Beldan, William, Sheffield, Shopkeeper. Sheffield. Pet June 30. Ord July 14.

Bircher, Alfred, jun, Tamworth, Staffordshire, Grocer. Birmingham. Pet July 11. Ord July 13.

Boyer, John Walter, Pewsey, Wilts, Bookseller. Swindon. Pet July 10. Ord July 13.

Brown, Edmund, Upton Pyne, Devonshire, Farmer. Exeter. Pet June 20. Ord July 11.

Checkley, Jonas, Cradley Heath, Worcestershire, Baker. Stourbridge. Pet June 30. Ord July 10.

Collingridge, James, Leman st, Whitechapel, Corn Dealer. High Court. Pet July 15. Ord July 15.

Elam, Edward, Kingston upon Hull, Wine Merchant. Kingston upon Hull. Pet July 10. Ord July 15.

Groves, Henry Benjamin, Loddon, Norfolk, Baker. Gt Yarmouth. Pet July 14. Ord July 14.

Hemingsway, Abraham, Dewsbury, Yorks, Wood Stapler. Dewsbury. Pet July 6. Ord July 15.

Henson, William, senr, Old Basford, Nottingham, Boot Maker. Pet July 9. Ord July 13.

Johnson, James, Doncaster, Fishmonger. Sheffield. Pet July 15. Ord July 15.

Kendall, William Joseph, Walsall, Grocer. Walsall. Pet July 14. Ord July 15.

Lewis, Charles James, Crooke rd, Deptford, Printer's Foreman. Greenwich. Pet July 15. Ord July 15.

Lewis, William, Liverpool, Chandler. Liverpool. Pet July 8. Ord July 15.

Lyon, Charles Edward, Parker, Great Tower st, Wine Merchant. High Court. Pet June 15. Ord July 10.

Marsden, Francis, Sheffield, out of business. Sheffield. Pet July 15. Ord July 15.

Merryweather, George Henry, Sheffield. Ironmonger. Sheffield. Pet July 10. Ord July 13.

Mewton, John Samuel, St Breock, nr Wadebridge, Cornwall, Woodman. Truro. Pet June 17. Ord June 14.

Mical, James Joseph, Lavender rd, Clapham Junction, Advertising Contractor. Wandsworth. Pet May 12. Ord July 14.

Miles, John Vincent, Lincoln, Joiner. Lincoln. Pet June 4. Ord July 15.

Morris, James Henry, Llanrwst, Denbighshire, Licensed Victualler. Bangor. Pet July 11. Ord July 14.

Moore, James Townend, Newtown-le-Willows, Lancashire, Solicitor. Warrington. Pet July 15. Ord July 15.

Needham, Joseph, Castleford, Yorkshire, out of business. Wakefield. Pet July 7. Ord July 15.

Orton, Arthur John, Hinckley, Leicestershire, Licensed Victualler. Leicester. Pet June 25. Ord July 15.

Ostler, George, Kingston-upon-Hull, Tailor. Kingston-upon-Hull. Pet July 11. Ord July 14.

Pardoe, Richard John, Tenbury, Worcestershire, Coal Merchant. Kidderminster. Pet July 9. Ord July 13.

Pate, Edgar, Cheltenham, Art Needlework Designer. Cheltenham. Pet July 8. Ord July 13.

Parker, George, Miles lane, Arthur st West, Printer. High Court. Pet May 30. Ord July 15.

Prece, Elizabeth, Pembroke, Cowkeeper. Pembroke Dock. Pet July 9. Ord July 9.

Pullar, George, Farnley, nr Leeds, Farmer. Leeds. Pet July 11. Ord July 14.

Roberts, Catherine Tryphena, Penmaenmawr, Carnarvonshire, Dealer in Wools. Bangor. Pet June 29. Ord July 14.

Robinson, Benjamin James, Evesham, Worcestershire, Hotel Keeper. Worcester. Pet June 27. Ord July 11.

Sharp, C. L., Buckingham st, Adelphi, Proprietor of Interleaf Publishing Co. High Court. Pet May 8. Ord July 14.

Sharrook, Edward, Liverpool, Restaurant Proprietor. Liverpool. Pet June 17. Ord July 14.

Vague, Samuel, junr, Polynt Duloe, nr Liskeard, Cornwall. East Stonehouse. Pet June 15. Ord July 13.

Walker, Henry, Chigwell, Essex, Merchant. High Court. Pet July 9. Ord July 14.

Whitaker, William, Halifax, Watchmaker. Halifax. Pet July 18. Ord July 14.

Williams, Joseph, Wrexham, Denbighshire, Hairdresser. Wrexham. Pet July 6. Ord July 14.

Wyatt, Ebenezer, Banbury, Oxfordshire, Furniture Dealer. Banbury. Pet June 12. Ord July 15.

## TUESDAY, July 24, 1885.

## RECEIVING ORDERS.

Bacon, Robert James, Linton ter, Staines rd, Banbury, Boot Dealer. Kingston, Surrey. Pet July 14. Ord July 14. Exam Aug 7 at 3.30.

Barnes, Henry, Old Kent rd, Lead Merchant. High Court. Pet July 2. Ord July 2. Exam Aug 5 at 11 at 34, Lincoln's inn fields.

Bickle, Henry, Ossett, Yorks, Rag Merchant. Dewsbury. Pet July 15. Ord July 17. Exam Aug 21.

Bowley, Joseph, Hythe, Builder. Canterbury. Pet July 15. Ord July 17. Exam Aug 21.

Brannan, Patrick, Manchester, Pig Salesman. Manchester. Pet July 1. Ord July 16. Exam July 30 at 12.

Brickill, William, Sale, Cheshire, Wheelwright. Manchester. Pet July 18. Ord July 18. Exam Aug 11 at 11.

Dickinson, John, High Harrogate, Mason. York. Pet July 16. Ord July 16. Exam July 31 at 12 at Guildhall, York.

Edge, Joseph, Ball Haye Green, Staffordshire, Silk Manufacturer. Macclesfield. Pet July 11. Ord July 18. Exam July 30 at 11.30.

Fenson, Henry William, Rickmansworth, Herts, Carpenter. St. Albans. Pet July 15. Ord July 15. Exam July 31.

Fox, Anthony Stoddart, Basingstoke, Auctioneer. Winchester. Pet May 23. Ord July 15. Exam Aug 12 at 10.

Glover, George, Stourport, Worcestershire, Shoemaker. Kidderminster. Pet July 15. Ord July 15. Exam Aug 25 at 2.40 at Townhall, Kidderminster.

Hirst, Frank, Liversedge, Yorks, Cartwright. Dewsbury. Pet July 16. Ord July 16. Exam Aug 21.

Johnson, Frederick John, Etherow st, Barry rd, East Dulwich, Builder. High Court. Pet July 16. Ord July 16. Exam Aug 20 at 11.30 at 34, Lincoln's inn fields.

King, Robert, Stockwell rd, Clerk of Works. High Court. Pet July 16. Ord July 16. Exam Aug 20 at 11.30 at 34, Lincoln's inn fields.

Lane, John, Freemantle, Hampshire, Brickmaker. Southampton. Pet July 16. Ord July 16. Exam July 31.

Leeke, Thomas, Malvern Link, Worcestershire, Licensed Victualler. Worcester. Pet July 16. Ord July 16. Exam July 29 at 11.30.

Linaker, Frederick George, Liverpool, Laceman. Liverpool. Pet July 15. Ord July 15. Exam July 30 at 12 at Court house, Government bldg, Victoria st, Liverpool.

Linaker, William, Gorstage, Southport, Lancashire, General Draper. Liverpool. Pet July 18. Ord July 18. Exam July 30 at 12 at Court house, Government bldgs, Victoria st, Liverpool.

Macdermott, Gilbert Hastings, Angell rd, Brixton, Comedian. High Court. Pet July 17. Ord July 17. Exam Aug 27 at 11 at 34, Lincoln's inn fields.

McGeorge, Mungo, Watling st, Warehouseman. High Court. Pet July 17. Ord July 17. Exam Aug 27 at 11 at 34, Lincoln's inn fields.

O'Connor, Cornelius, Kellett rd, Brixton, Tailor. High Court. Pet June 30. Ord July 17. Exam Aug 27 at 11 at 34, Lincoln's inn fields.

Rogers, George, Northfleet, Kent, Bootseller. Rochester. Pet July 17. Ord July 17. Exam Aug 6 at 2.

Ross, Joseph Robert, Copthall chmbrs, Throgmorton st, Commission Agent. High Court. Pet June 30. Ord July 16. Exam Aug 27 at 11 at 34, Lincoln's inn fields.

Ruffles, Alfred John, Union ct, Old Broad st, Engineer. High Court. Pet June 6. Ord July 18. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields.

Schofield, Thomas, and William Rogers, Holcombe Brook, Lancashire, Builders. Bolton. Pet July 18. Ord July 18. Exam Aug 5 at 11.30.

Shears, John Philipard, Canterbury, Tobaccoist. Canterbury. Pet July 16. Ord July 16. Exam July 31.

Stoneham, Cecilia Mary, Rotherhithe wall, Rotherhithe, Barge Builder. High Court. Pet July 16. Ord July 18. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields.

Stewart, George W, Chapter rd, Kennington, Builder. High Court. Pet June 4. Ord July 16. Exam Aug 20 at 11.30 at 34, Lincoln's inn fields.

Topham, William, Nantwich, Cheshire, Grocer. Nantwich and Crewe. Pet July 18. Ord July 18. Exam Aug 4 at Nantwich.

Vine, Henry William, Eastbourne, Baker. Lewes and Eastbourne. Pe July 17. Ord July 17. Exam Aug 7 at 11.

Walker, William, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet July 7.  
Ord July 18. Exam July 30.  
Walton, James, Rawtenstall, Lancashire, Stone Merchant. Blackburn. Pet July 18. Ord July 18. Exam July 29 at 11.  
Watts, William, Cawston, Norfolk, Builder. Norwich. Pet July 6. Ord July 16. Exam Aug 19 at 12 at the Shirehall, Norwich.  
Wells, Ebenezer, Brighton, Auctioneer. Brighton. Order made under sec. 108. Ord July 17. Exam Aug 5 at 12.  
Wetherstone, John Edward, Cheltenham, Plumber. Cheltenham. Pet July 18. Ord July 18. Exam Aug 7 at 12.  
Wheway, George Frederick, Smethwick, Staffordshire, out of business. Oldbury. Pet July 14. Ord July 14. Exam Aug 7.  
Williamson, Peter William, Melrose gdns, West Kensington, Engravers' Block Manufacturer. High Court. Pet July 17. Ord July 17. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields.  
Williamson, William Parker, Leeds, Bicycle Agent. Leeds. Pet July 16. Ord July 16. Exam Aug 11 at 11.

## FIRST MEETINGS.

Barnes, Henry, Old Kent rd, Lead Merchant. July 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Bowley, Joseph, Hythe, Kent, Builder. July 29 at 12.30. 33, Carey st, Lincoln's inn.  
Braun, Patrick, Manchester, Pig Salesman. July 30 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester.  
Britton, Joseph Abraham, Houndsditch, Merchant. July 30 at 2. Bankruptcy bldgs, Lincoln's inn fields.  
Charwood, James, East Grinstead, Sussex, Builder. July 28 at 12. 109 Victoria st, Westminster.  
Deane, John, Burslem, Staffordshire, Boot Dealer. July 28 at 2.30. Official Receiver, Nelson pl, Newcastle under Lyme.  
Dickinson, John, High Harrogate, Yorkshire, Mason. July 31 at 10.30. Official Receiver, York.  
Dunning, George, Bootle, Lancashire, Boot Dealer. July 29 at 3. Official Receiver, 25, Victoria st, Liverpool.  
East, Charles William, Pelly rd, Plaistow, Builder. July 29 at 2. 33, Carey st, Lincoln's inn.  
Edge, Joseph, Leek, Staffordshire, Sewing Silk Manufacturer. July 31 at 11.15. George Hotel, Leek.  
Esterbrooke, James Beer, Theobald's rd, Jeweller. July 30 at 12. Bankruptcy bldgs, Lincoln's inn fields.  
Fensome, Henry William, Rickmansworth, Herts, Carpenter. July 29 at 12.30. Verulam Hotel, Watford Junction, Herts.  
Fox, Anthony Stoddart, Basingstoke, Auctioneer. July 29 at 4. Official Receiver, 74, High st, Winchester.  
Francis, Thomas Dixon, Llanybyther, Carmarthenshire, Merchant. July 31 at 11. Official Receiver, 11, Quay st, Carmarthen.  
Greeves, Henry Benjamin, Loddon, Norfolk, Baker. Aug 1 at 12. Official Receiver, 8, King st, Norwich.  
Hirst, Frank, Liversedge, Yorkshire, Cartwright. July 30 at 10. Official Receiver, Bank chbrs, Bailey.  
Johnson, James, Doncaster, Fishmonger. July 29 at 1. Official Receiver, Figtree lane, Sheffield.  
Lane, John, Freemantle, Hants, Brickmaker. July 30 at 2. Official Receiver, 4, East st, Southampton.  
Leeke, Thomas, Malvern Link, Worcestershire, Licensed Victualler. July 29 at 11. Official Receiver, Worcester.  
Letts, John Jacob, Manchester, Builder. July 29 at 1. Court house, Encombe pl, Salford.  
Little, James, Woodchester st, Harrow rd, Paddington. Builder. July 29 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Lord, William Henry, Bath, Carpenter. July 29 at 12.30. Official Receiver, Bank chbrs, Bristol.  
Marjoram, Arthur, Kessingland, Suffolk, Boatowner. Aug 1 at 1. Official Receiver, 8, King st, Norwich.  
Marsden, Francis, Sheffield, out of business. July 29 at 12. Official Receiver, Figtree lane, Sheffield.  
Merryweather, George Henry, Sheffield, Ironmonger. July 31 at 11. Law Society's Rooms, Bank st, Sheffield.  
Proce, Elizabeth, Pembroke, Cowkeeper. July 29 at 12.30. County Court Office, Pembroke Dock.  
Rogers, George, High st, Northfleet, Kent, Bootseller. July 31 at 11.30. Official Receiver, Eastgate, Rochester.  
Rosenblatt, Helman, Manchester, Dealer in Glass Shades. July 29 at 12.45. The Court House, Encombe pl, Salford.  
Sampson, Thomas Humphrey, Camborne, Cornwall, Draper. July 29 at 12. Official Receiver, Boscawen st, Truro.  
Shears, John Philip, Canterbury, Tobaccoist. July 29 at 11.30. 33, Carey st, Lincoln's inn.  
Stevens, George, Kensington st, Tunbridge Wells, Builder. July 28 at 2.50. Spencer and Reeve, Mount Pleasant, Tunbridge Wells.  
Strong, William, sen, Bingham, Nottinghamshire, out of business. July 29 at 2. Official Receiver, High Pavement, Nottingham.  
Taynton, William, Landport, Hants, Printer. July 30 at 11. Official Receiver, 106, Queen st, Portsea.  
Vine, Henry William, Eastbourne, Baker. Aug 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.  
Walden, John, Larkhall lane, Clapham, Saddler. July 29 at 11. 33, Carey st, Lincoln's inn.  
Walker, Henry, Chigwell, Essex, Merchant. July 30 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
Walker, William, Newcastle on Tyne, Builder. Aug 1 at 11. Official Receiver, Receiver, County chbrs, Newcastle on Tyne.  
Willis, Cornelius, Battersea pk rd, Hay Dealer. July 28 at 11. Official Receiver, 109, Victoria st, Westminster.  
Witham, William, Bath, Gasfitter. July 28 at 1.45. Official Receiver, 34, Colmore row, Birmingham.

## ADJUDICATIONS.

Barnitt, William James Heolop, Escrick, Yorkshire, Farmer. York. Pet June 29. Ord July 16.  
Brain, Noah Joseph, Manchester. Manchester. Pet June 26. Ord July 16.  
Brannan, Patrick, Manchester, Pig Salesman. Manchester. Pet July 1. Ord July 17.  
Bush, James, Ulverston, Lancashire, Contractor. Ulverston and Barrow in Furness. Pet July 4. Ord July 18.  
Cockold, Wright, Colchester, Engineer's Foreman. Colchester. Pet June 30. Ord July 16.  
Cryer, Henry, Knighttrider st, Commission Agent. High Court. Pet June 30. Ord July 18.  
Davis, Joseph, Sheffield, Beerhouse Keeper. Sheffield. Pet June 30. Ord July 16.  
Dorman, James, Weston super Mare, Bookseller. Bridgwater. Pet June 24. Ord July 16.  
Evans, John, Swansea, Insurance Agent. Swansea. Pet June 30. Ord July 16.  
Glover, George, Stourport, Worcestershire, Shoemaker. Kidderminster. Pet July 15. Ord July 17.  
Henzell, Septimus D., Manchester, Brewer. Salford. Pet June 18. Ord July 16.  
Hirst, John, Harworth, Nottinghamshire, Farmer. Sheffield. Pet July 1. Ord July 16.  
Hodges, William James, Malmesbury rd, Bow. High Court. Pet April 23. Ord July 17.  
Knights, Benjamin John, Scarborough, Smack Owner. Scarborough. Pet July 15. Ord July 17.  
Knott, Thomas, Snodland, Kent, Shoemaker. Maidstone. Pet June 30. Ord July 17.  
Landan, Max, Mincing lane, Aniline Dye Manufacturer. High Court. Pet May 30. Ord July 18.  
Lee, Frederick Ranson, Lavenham, Suffolk, Ironmonger. Colchester. Pet June 24. Ord July 16.  
Lipaker, Frederick George, Liverpool, Laccman. Liverpool. Pet July 15. Ord July 16.  
Lord, William Henry, Bath, Carpenter. Bath. Pet July 15. Ord July 16.  
Newman, Charles Wright, Southtown, Suffolk, Carpenter. Gt Yarmouth. Pet July 7. Ord July 16.  
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Ord, Benjamin Thomas, Bishop Auckland, Hatter. Durham. Pet June 22. Ord July 16.  
Harrisius, Paul Edward Hermann, Circus pl, Finsbury, Agent. High Court. Pet June 23. Ord July 16.  
Penfold, Henry, West Wickham, Kent, Builder. Croydon. Pet June 28. Ord July 17.  
Press, William, Nottingham, Pianoforte Dealer. Nottingham. Pet June 30. Ord July 17.  
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Rees, John, Swansea, Tailor. Swansea. Pet June 25. Ord July 15.  
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